



MEMORANDUM

PSC
Agenda Item No. 4 (E)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: September 16, 2003

FROM: George M. Burgess
County Manager

SUBJECT: Request to Advertise for
Quartermaster Program for
Miami-Dade County Department
of Corrections and Rehabilitation
RFP No. 395

This Request for Proposals (RFP), attached in substantially completed form and prepared by the Department of Procurement Management for the Department of Corrections and Rehabilitation, is recommended for advertisement.

RFP TITLE: Quartermaster Program for Corrections and Rehabilitation
RFP NO.: 395

DESCRIPTION: This RFP is issued to obtain proposals from qualified firms to manage a Quartermaster Program that shall provide all labor, materials, equipment, inventory, repairs, alterations, ordering and distribution of uniforms for approximately 2400 departmental personnel.

FUNDING SOURCE: Departmental Budget

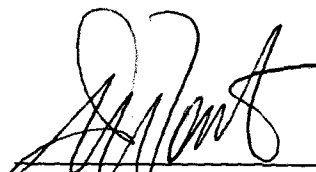
COST ESTIMATE: \$4,935,000 for initial term

TERM: Five years with five one-year options to renew.

USING/MANAGING AGENCY: Corrections and Rehabilitation

REVIEW COMMITTEE: The Review Committee of March 26, 2003 recommended a Selection Factor for Black Business Enterprises for this RFP

EST. ADVERTISEMENT DATE: Ten days after adopted by the Board of County Commissioners, unless vetoed by the Mayor


Assistant County Manager



MEMORANDUM

(Revised)

TO: Hon. Chairperson Barbara Carey-Shuler, Ed.D.
and Members, Board of County Commissioners

DATE: October 7, 2003

FROM: Robert A. Ginsburg
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☐ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Bid waiver requiring County Manager's written recommendation
- ☐ Ordinance creating a new board requires detailed County Manager's report for public hearing
- ☐ Housekeeping item (no policy decision required)
- ☐ No committee review

Approved _____ Mayor

Agenda Item No.

Veto

Override

RESOLUTION NO.

RESOLUTION AUTHORIZING THE COUNTY
MANAGER TO ADVERTISE A REQUEST FOR
PROPOSALS FOR AND ON BEHALF OF MIAMI-DADE
COUNTY TO OBTAIN A QUARTERMASTER
PROGRAM FOR THE MIAMI-DADE DEPARTMENT OF
CORRECTIONS AND REHABILITATION, TO
EXERCISE ANY CANCELLATION AND RE-
ADVERTISEMENT PROVISIONS AND TO EXERCISE
ALL OTHER RIGHTS CONTAINED THEREIN.
RFP NO. 395

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that this Board approves the advertisement of Request for Proposals No. 396 Quartermaster Program for Miami-Dade Department of Corrections and Rehabilitation, in substantially the form attached hereto and made a part hereof; and authorizes the County Manager to advertise same for and on behalf of Miami-Dade County and to exercise any cancellation and re-advertisement provisions and any other rights contained therein.

The foregoing resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a vote, the vote was as follows:

Dr. Barbara Carey-Shuler, Chairperson	
Katy Sorenson, Vice-Chairperson	
Bruno A. Barreiro	Jose "Pepe" Diaz
Betty T. Ferguson	Sally A. Heyman
Joe A. Martinez	Jimmy L. Morales
Dennis C. Moss	Dorrin D. Rolle
Natacha Seijas	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of October, 2003. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

1/12

REQUEST FOR PROPOSALS
FOR
QUARTERMASTER PROGRAM FOR CORRECTIONS AND REHABILITATION

RFP No. 395

PRE-PROPOSAL CONFERENCE TO BE HELD ON
_____ at ____ (Local Time)
at
Miami-Dade Corrections and Rehabilitation Headquarters
8660 W. Flagler Street
Miami, Florida

ISSUING DEPARTMENT:
DEPARTMENT OF PROCUREMENT MANAGEMENT
for
Corrections and Rehabilitation

Contracting Officer: Rita Fenwick
Telephone: (305) 375-5018

PROPOSALS ARE DUE AT THE ADDRESS SHOWN BELOW
NO LATER THAN
Friday, _____, 2003 at 2:00 PM (Local Time)
at
CLERK OF THE BOARD
STEPHEN P. CLARK CENTER
111 NW 1st STREET, 17TH FLOOR, SUITE 202
MIAMI, FLORIDA 33128-1983

PROPOSALS WILL BE OPENED PROMPTLY AT THE TIME AND PLACE SPECIFIED. PROPOSALS RECEIVED AFTER THE FIRST PROPOSAL HAS BEEN OPENED WILL NOT BE OPENED AND WILL NOT BE CONSIDERED. THE RESPONSIBILITY FOR SUBMITTING A PROPOSAL TO THE CLERK OF THE BOARD ON OR BEFORE THE STATED TIME AND DATE IS SOLELY AND STRICTLY THE RESPONSIBILITY OF THE PROPOSER. MIAMI-DADE COUNTY IS NOT RESPONSIBLE FOR DELAYS CAUSED BY ANY MAIL, PACKAGE OR COURIER SERVICE, INCLUDING THE U.S. MAIL, OR CAUSED BY ANY OTHER OCCURRENCE.

MIAMI-DADE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER AND DOES NOT
DISCRIMINATE BASED ON AGE, GENDER, RACE OR DISABILITY.

VISIT THE COUNTY DEPARTMENT OF PROCUREMENT MANAGEMENT
WEBSITE: <http://www.miamidade.gov/dpm>

REV. 6/5/03

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DEFINITIONS

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contractor" or "Consultant" to mean the Proposer that receives any award of a Contract from the County as a result of this Solicitation, which is also to be known as "the prime Contractor" or "the prime Consultant".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word "Department" to mean Miami-Dade Department of Corrections and Rehabilitation.
- d) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word "Solicitation" to mean this Request For Proposal (RFP) or Request For Qualification (RFQ) or Request For Information (RFI) document, and all associated addenda and attachments.
- g) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the County, whether directly or indirectly, on behalf of the Contractor.
- h) The words "Work", "Services", "Program", "Project" or "Engagement" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services and the terms and conditions of this

Solicitation.

- i) The words "Work Order" to mean a document that defines and describes the parameters of individual projects assigned or awarded by the County to the Contractor in accordance to the terms of the Contract.

SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES

1.1 INTRODUCTION/BACKGROUND

Miami-Dade County, through its Department of Corrections and Rehabilitation (C&R) seeks to contract with a qualified firm to manage a Quartermaster Program that shall provide all labor, materials, equipment, inventory, repairs and alterations of uniforms for departmental personnel.

The proper supply and safety of the Correctional Officers and other uniformed employees is a top priority of the C&R Department. Currently, the C&R Department contracts with many different providers in various locations to provide individual articles of the uniform. Staff is required to go to the various sites to acquire the needed items. The national trend in fire and other uniformed service organizations reflects a greater usage of Quartermaster Programs, which are internet-based ordering systems that allow for allotment tracking. The C&R Department is seeking a Contractor to operate a Quartermaster Program that meets the following objectives:

- Insures that all uniformed personnel will be safely and professionally dressed at all times
- Provides a high quality and reliable source of supply for the convenient and efficient distribution of items covered under the program
- Enables the C&R Department to stay abreast of the latest technology in safety wear and equipment
- Allows the C&R Department to develop standards for useful life of uniforms/equipment
- Provides a functional and seasonal uniform dress code based on departmental requirements
- On-line ordering of merchandise

It is anticipated that any agreement issued as a result of this solicitation will be for five years with five one-year options to renew.

1.2 RFP TIMETABLE

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution:

Pre-Proposal Conference:

Location:

Deadline for receipt of questions:

Deadline for receipt of proposals: Friday, _____, 2003 at 2:00 p.m. (Local Time)
(See Section 1.4 for location)

Evaluation/Selection process: Week of

Oral presentations, if conducted:

Projected Award Date:

Projected contract start date:

1.3 RFP AVAILABILITY

Copies of this solicitation package can be obtained through Department of Procurement Management - Vendor Information Center (VIC), 111 NW 1st Street, Suite 112, Miami, FL 33128-1919 at a cost of \$10.00 for each solicitation package and an additional \$5.00 fee for a request to receive the solicitation package through the United States Postal Service. For your convenience we now accept VISA and MasterCard. To request the solicitation package through the United States Postal Service, mail your request with the following information: the solicitation number and title, the name of Proposer's contact person, Proposer's name, complete address to be mailed to, telephone number and fax number, along with a \$15.00 check or money order made payable to: Miami-Dade Board of County Commissioners.

Proposers or Respondents who obtain copies of this Solicitation from sources other than the County's Department of Procurement Management's VIC risk the potential of not receiving addenda, since their names will not be included on the list of firms participating in the process for this particular Solicitation. Such Proposers or Respondents are solely responsible for those risks (**see Section 1.8**)

1.4 PROPOSAL SUBMISSION

All proposals must be submitted on 8 1/2" X 11" paper, neatly typed on one side only, with normal margins, and spacing. The original document package must not be bound and the document package copies should be individually bound. **An unbound one-sided original and 10 bound copies (a total of 11) of the complete proposal (both the technical and price proposals) must be received by the deadline for receipt of proposal specified in this RFP Timetable (see Section 1.2).** The original, all copies, and the separate sealed price/cost envelope, must be submitted (**technical packaged separately from price**) in a sealed envelope or container stating on the outside the Proposer's name, address, telephone number, the RFP number, RFP title, and Proposal Due Date to:

**Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983**

Hand-carried proposals may be delivered to the above address **ONLY** between the hours of 8:00 a.m. and 4:30 p.m., Mondays through Fridays (however, please note that proposals are due at the Clerk of the Board on the date and at the time indicated in Section 1.2. Additionally, the Clerk of the Board is closed on holidays observed by the County). Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements and for ensuring that the required address information appears on the outer wrapper or envelope used by such service.

Both the Technical (Quality) Proposal and the Price Proposal must be signed by an authorized officer of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer. The submittal of a proposal by a Proposer will be considered by the County as constituting an offer by the Proposer to perform the required services at the stated prices.

1.5 PRE-PROPOSAL CONFERENCE/EXAMINATION OF SITE

A pre-proposal conference has been scheduled for **the date, time and place specified in this RFP Timetable (see Section 1.2)**. Attendance is recommended but not mandatory. Proposers are requested to inform the RFP Contracting Officer of the number of persons expected to attend no later than 24 hours before the scheduled date. Proposers are encouraged to submit any questions in writing to the RFP Contracting Officer (**see Section 1.6**) in advance of the pre-proposal conference.

1.6 CONE OF SILENCE

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time the County Manager issues a written recommendation to the Board of County Commissioners. The Cone of Silence **prohibits any communication** regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Information Center, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or
- communications in writing at any time with any county employees, official or member of the Board of County Commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

Proposers must file a copy of any written communications with the Clerk of the Board, which shall be made available to any person upon request. The County shall respond in writing and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at CLERKBCC@MIAMIDADE.GOV.

In addition to any other penalties provided by law, violation of the Cone of Silence by any Proposer shall render any RFP award or RFQ award voidable. Any person having personal knowledge of a violation of these provisions shall report such violation to the State Attorney and/or may file a complaint with Ethics Commission. Proposers should reference Section 2-11.1(t) of the Miami-Dade County Code for further clarification.

This language is only a summary of the key provisions of the Cone of Silence. Please review Miami-Dade County Administrative Order 3-27 for a complete and thorough description of the Cone of Silence.

All Proposers will be notified in writing when the County Manager makes an award recommendation to the Board of County Commissioners.

The Contracting Officer for this RFP is:

Name and Title: Rita Fenwick
Name of Agency: Department of Procurement Management
Address: 111 NW 1st Street, 13th floor, Miami, FL 33128
Telephone: (305) 375-5018
Fax: (305) 375-1083

1.7 CONTRACT MEASURES

This contract includes participation provisions for Miami-Dade County Certified Black Business Enterprises (BBEs), Hispanic Business Enterprises (HBEs), and/or Women Business Enterprises (WBEs) as follows:

BBE Selection Factor

Refer to **Appendix A**, Miami-Dade County Black, Hispanic & Women Business Enterprises Participation Provisions for definitions, explanations and instructions. The participating BBE, HBE and/or WBE firms or joint ventures must have a valid Miami-Dade County certification by the proposal submittal deadline of this solicitation, as well as, meet all other requirements as stipulated in Appendix A.

1.8 ADDITIONAL INFORMATION/ADDENDA

Requests for additional information or clarifications must be made in writing and received by the County's Contracting Officer for this RFP, in accordance with **Section 1.6** above, no later than the deadline for receipt of questions specified in the RFP Timetable (**see Section 1.2**). The request must contain the RFP number and title, Proposer's name, name of Proposer's contact person, address, phone number, and facsimile number.

Electronic facsimile requesting additional information will be received by the RFP Contracting Officer at the fax number specified in **Section 1.6** above. Facsimiles must have a cover sheet which includes, at a minimum, the Proposer's name, name of Proposer's contact person, address, number of pages transmitted, phone number, facsimile number, and RFP number and title.

The County will issue responses to inquiries and any other Corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this RFP or in any written addendum to this RFP. Where there appears to be conflict between the RFP and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all addenda. The Proposer should verify with the designated RFP Contracting Officer prior to submitting a proposal that all addenda have been received. Proposers are required to acknowledge the number of addenda received as part of their proposals (**see attached Form A-3**).

Proposers who obtain copies of this RFP from sources other than the County's Department of Procurement Management's VIC risk the potential of not receiving addenda, since their names will not be included on the Vendor List for this particular RFP. Such Proposers are solely responsible for those risks.

1.9 PROPOSAL GUARANTEE DEPOSIT

No Proposal Guarantee Deposit is required for this RFP.

1.10 MODIFIED PROPOSALS

A Proposer may submit a modified proposal to replace all or any portion of a previously submitted proposal up until the Proposal Due Date. The Evaluation/Selection Committee will only consider the latest version of the proposal.

1.11 WITHDRAWAL OF PROPOSALS

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. A proposal may be

withdrawn in writing only, addressed to the County contact person for this RFP (in accordance with **Section 1.6**), prior to the Proposal Due Date or upon the expiration of ONE HUNDRED EIGHTY (180) calendar days after the opening of proposals.

1.12 LATE PROPOSALS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Proposals received after the Proposal Due Date are late and will not be considered. Modifications received after the Proposal Due Date are also late and will not be considered. Letters of withdrawal received either after the Proposal Due Date or after contract award, whichever is applicable, are late and will not be considered.

Proposals will be opened promptly at the time and place specified. Proposals received after the first proposal has been opened will not be opened and will not be considered. The responsibility for submitting a proposal to the Clerk of the Board on or before the stated time and date is solely and strictly the responsibility of the Proposer. Miami-Dade County is not responsible for delays caused by any mail, package or couriers service, including the U.S. mail, or caused by any other occurrence.

1.13 RFP POSTPONEMENT/CANCELLATION

The County may, at its sole and absolute discretion, reject any and all, or parts of any and all proposals; re-advertise this RFP; postpone or cancel, at any time, this RFP process; or waive any irregularities in this RFP or in the proposals received as a result of this RFP.

1.14 COSTS INCURRED BY PROPOSERS

All expenses involved with the preparation and submission of proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s). No payment will be made for any responses received, nor for any other effort required of or made by the Proposer(s) prior to commencement of work as defined by a contract approved by the Board of County Commissioners.

1.15 BUSINESS ENTITY REGISTRATION

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the **VIC at (305) 375-5773**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at 305 579-2593.

1.16 ORAL PRESENTATIONS

The County may require Proposers to give oral presentations in support of their proposals or to exhibit or otherwise demonstrate the information contained therein. If required, the presentations are anticipated to be conducted on the date indicated in this **RFP Timetable (see Section 1.2)**.

1.17 PROPOSER REGISTRATION AFFIDAVIT

Proposers are advised that in accordance with Section 2-11.1(s) of the Code of Miami-Dade County, the attached Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation (**see attached Form A-2**) must be completed, notarized and included with the proposal submission. Lobbyists specifically include the principal, as well as any agent, officer or employee of a principal, regardless of whether such lobbying activities fall within the normal scope of employment of such agent, officer or employee.

Individuals substituted for or added to the presentation team after submittal of the proposal and filing by staff, **MUST** register with the Clerk of the Board and pay all applicable fees.

NOTE: Other than for the Oral Presentation, Proposers who wish to address the County Commission, County Board or Committee concerning any actions, decisions or recommendations of County personnel regarding this RFP in accordance with Section 2-11.1(s) of The Code of Miami-Dade County, Florida and Ordinance 01-162 must register with the Clerk of the Board (Form BCCFORM2DOC) and pay all applicable fees.

1.18 EXCEPTION TO THE RFP

Proposers may take exceptions to any of the terms of this RFP unless the RFP specifically states where exceptions may not be taken. All exceptions taken must be specific, and the Proposer must indicate clearly what alternative is being offered to allow the County a meaningful opportunity to evaluate and rank proposals, and the cost implications of the exception (if any).

Where exceptions are taken, the County shall determine the acceptability of the proposed exceptions. The County, after completing evaluations, may accept or reject the exceptions. Where exceptions are rejected, the County may insist that the Proposer furnish the services or goods described herein or negotiate an acceptable alternative.

All exceptions shall be referenced by utilizing the corresponding Section, paragraph and page number in this RFP. However, the County is under no obligation to accept any exceptions. If no exception is stated, the County will assume that the Proposer will accept all terms and conditions.

1.19 PROPRIETARY/ CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of, or in support of, proposals will be available for public inspection after opening of proposals, in compliance with Chapter 119, Florida Statutes, popularly known as the "Public Record Law."

The Proposer shall not submit any information in response to this solicitation, which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, the County shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information

pursuant to this clause may render a proposal nonresponsive.

1.20 NEGOTIATIONS

The County may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The County reserves the right to enter into contract negotiations with the selected Proposer. If the County and the selected Proposer cannot negotiate a successful contract, the County may terminate said negotiations and begin negotiations with another selected Proposer. This process will continue until a contract acceptable to the County has been executed or all proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

1.21 RIGHTS OF PROTEST

A recommendation for contract award or rejection of all proposals may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No. 3-21.

As a condition of initiating any protest, the protester shall present to the Clerk of the Board a non-refundable filing fee payable to the Clerk of the Board in accordance with the schedule provided below.

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,001- \$100,000	\$500
\$100,001- \$500,000	\$1,000
\$500,001- \$5 million	\$3,000
over \$5 million	\$5,000

Any question, issue, objection or disagreement concerning, generated by, or arising from the published requirements, terms, conditions or processes contained or described in the solicitation document shall be deemed waived by the protester and shall be rejected as a basis for a protest unless it was brought by that Proposer to the attention, in writing, of the procurement agent, buyer, contracting officer or other contact person in the County department that issued the solicitation document, at least two working days (not less than 48 hours) prior to the hour of the due date for proposal submission.

The foregoing notwithstanding, the protest may not challenge the relative weight of the evaluation criteria or the formula specified for assigning points therefore contained in the request for proposals ("RFP") or request for qualifications ("RFQ") specifications.

All protests shall be submitted in writing to the Clerk of the Board pursuant to the procedures established in Section 2-8.4 and Administrative Order No. 3-21. The protest shall state with particularity the specific facts and grounds on which it is based, and shall include all pertinent documents and evidence and shall be accompanied by the corresponding filing fee. This shall form the basis for review of the protest and no other facts, grounds, documentation or evidence not contained in the protester's submission to the Clerk of the Board at the time of filing the protest shall be permitted in the consideration of the protest, except for such additional evidence as is allowed during the course of the protest proceedings.

A. Award Recommendations Over \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$100,000 will be in writing, signed by the issuing department to each competing Proposer announcing the recommended award, and a copy shall be deposited with the Clerk of the Board on the same day it is

mailed. Any protest Proposer must be filed with the Clerk of the Board within ten (10) working days of the date of the award recommendation letter. Within two (2) working days of that filing, the protester shall supply the County Attorney and each Proposer in the competitive process with a true copy of each document that was filed with the protest. A hearing examiner shall be appointed to hear the protest and submit a written report and recommendation to the County Manager within twenty (20) working days of the filing of the protest (maximum 25 working days if hearing examiner consents to extension request).

Failure to timely file any written protest shall constitute a waiver of the right to protest the award recommendation.

B. Award Recommendations Over \$25,000 and up to \$100,000

Award recommendations for contracts and purchases involving the expenditure of over \$25,000 up to and including \$100,000 shall be posted by 9:00 a.m., every Monday in the lobby of the Stephen P. Clark Center, 111 NW 1st Street, Miami, FL 33128. Such recommendations shall be in writing and shall identify the Proposer to whom the award is being recommended and the basis therefor. It is the responsibility of the Proposer to monitor such bulletin after proposal submission to ascertain that a recommendation for award has been made. Participants can call the Awards Line at 305-375-4724 or (800) 510-4724, or contact the person identified on the cover page of the solicitation.

Any protest by a Proposer must be filed with the Clerk of the Board within five (5) working days of the posting of the award recommendation, together with the \$500.00 nonrefundable filing fee. Award recommendations for which a protest is not received within the five (5) working day period shall be awarded in accordance with the department's recommendation. Not later than twenty (20) working days from the filing of the protest, the Director of the issuing department shall review the written recommendation for award and the written protest, and after consultation with the County Attorney, shall issue a recommendation to the County Manager for final disposition of the protest.

The department shall provide an opportunity to settle the protest by mutual agreement within five (5) working days of the filing of the protest.

Failure to timely file any written protest shall constitute a waiver for the right to protest the award recommendation.

C. Award Recommendations \$25,000 and Less

Award recommendations for contracts and purchases involving the expenditure of \$25,000 or less are considered final and may not be protested.

1.22 LOCAL PREFERENCE

The evaluation and ranking of proposals is subject to Ordinance No. 01-21 and Resolution No. R-514-02, which, except where Federal and State law mandates to the contrary, provides that a preference be given to a local Proposer if in the final ranking it is within 5% of the highest ranked Proposer and the highest ranked Proposer is a non-local business. Local business means the Proposer has a valid occupational license issued by Miami-Dade County or Broward County, at least one year prior to the proposal due date, to do business in Miami-Dade County that authorizes the business to provide the goods, services or construction to be purchased, and a physical business address located within the limits of Miami-Dade or Broward County from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address. If the County extends local preferences to other Counties, those Counties will participate in local preference considerations.

The Proposer should complete, sign and submit the attached **Form A-5** "Local Business Preference" with the Technical Proposal in order to be considered for Local Preference.

1.23 RULES, REGULATIONS AND LICENSING REQUIREMENTS

The Proposer shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, Chapter 553 of Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities.

1.24 REVIEW OF PROPOSALS FOR RESPONSIVENESS

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in the RFP. A responsive proposal is one which follows the requirements of the RFP, includes all documentation, is submitted in the format outlined in the RFP, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in a proposal being deemed non-responsive.

1.25 CRIMINAL CONVICTION

Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Accordingly, Criminal Record Affidavit forms are available upon request at Department of Procurement Management/VIC at (305) 375-5773 for those individuals or firms requesting to disclose this information only.

1.26 QUARTERLY REPORTING WHEN SUB-CONTRACTORS ARE UTILIZED

Proposers are advised that when subcontractors or subconsultant are utilized to fulfill the terms and conditions of this contract, Miami-Dade County Resolution No. 1634-93 will apply to this contract. This resolution requires the selected Proposer to file quarterly reports as to the amount of contract monies received from the County and the amounts thereof that have been paid by the contractor directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

1.27 INSPECTOR GENERAL REVIEWS

A. INDEPENDENT PRIVATE SECTOR INSPECTOR GENERAL REVIEW

Pursuant to Miami-Dade County Administrative Order 3-20 and in connection with any award issued as a result of this RFP, the County has the right to retain the services of an Independent Private Sector Inspector General ("IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the selected Proposer shall make available, to the IPSIG retained by the County, all requested records and documentation pertaining to this RFP or any subsequent award, for inspection and copying. The County will be responsible for the payment of these IPSIG services, and under no circumstance shall the Proposer's cost/price for this RFP be inclusive of any charges relating to these IPSIG services. The terms of this

provision herein, apply to the Proposer, its officers, agents, employees and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct, audit or investigate the operations, activities and performance of the selected Proposer in connection with this RFP or any contract issued as a result of this RFP. The terms of this provision are neither intended nor shall they be construed to impose any liability on the County by the selected Proposer or third party.

B. MIAMI-DADE COUNTY INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

1.28 PUBLIC ENTITY CRIMES

Pursuant to Paragraph 2(a) of Section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.29 REQUIRED LISTING OF SUBCONTRACTORS AND SUPPLIERS ON COUNTY CONTRACTS

Ordinance 97-104, amended by Ordinance 00-30, requires a bid or proposal for a County or Public Health Trust contract involving the expenditure of \$100,000 or more include a listing of subcontractors and suppliers who will be used on the contract. The required listing must be filed prior to the contract award. The required listing must be submitted even though the Proposer will not utilize subcontractors or suppliers on the contract. In the latter case, the listing must expressly state no subcontractors, or suppliers, as the case may be, will be used on the contract.

**FORM A-7.1, OR A COMPARABLE LISTING MEETING THE REQUIREMENTS OF
ORDINANCE NO. 97-104 AS AMENDED BY ORDINANCE NO. 00-30, MUST BE**

COMPLETED AND SUBMITTED EVEN THOUGH THE PROPOSER MAY NOT UTILIZE SUBCONTRACTORS OR SUPPLIERS FOR THIS PROPOSAL. THE PROPOSER SHOULD ENTER THE WORD "NONE" UNDER THE APPROPRIATE HEADING(S) ON FORM A-7.1 IN THOSE INSTANCES WHERE NO SUBCONTRACTORS AND/OR SUPPLIERS WILL BE USED ON THIS PROPOSAL.

1.30 FAIR SUBCONTRACTING POLICIES (Ordinance 97-35)

All selected Proposers on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Proposers to provide a detailed statement of their policies and procedures for awarding subcontracts which:

- a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
- b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
- c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
- d) allows local subcontractors to meet with appropriate personnel of the Proposer to discuss the Proposer's requirements; and
- e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Proposer's stated objectives.

All Proposers seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (**see attached Form A-7.2**). Proposers who fail to provide a statement of their policies and procedures may not be recommended by the County Manager for award by the Board of County Commissioners.

The term "local" means having headquarters located in Miami-Dade County or having a place of business located in Miami-Dade County from which the contract or subcontract will be performed.

The term "subcontractor" means a business independent of a Proposer that may agree with the Proposer to perform a portion of a contract.

The term "subcontract" means an agreement between a Proposer and a subcontractor to perform a portion of a contract between the Proposer and the County.

1.31 Intentionally left blank

1.32 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8.2**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8.1**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the

entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

1.33 AFFIDAVIT- PAID FEES, TAXES, PARKING TICKETS AND OBLIGATIONS ARE NOT IN ARREARS

In accordance with Section 2-8.1 (c) of the Miami-Dade County Code, and as amended by County Ordinance No. 00-30, and Section 2-8.1(h) as amended by Ordinance No. 00-67, the Proposer shall certify that all delinquent and currently due fees, taxes, parking tickets and that Proposer is not in arrears on obligations to the County. (See attached **Form A-10**.)

1.34 CODE OF BUSINESS ETHICS

In accordance with Section 2-8.(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall have or shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code (see attached **Form A-12**). Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.35 BANKRUPTCY

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be non-responsive.

1.36 DOMESTIC VIOLENCE LEAVE AFFIDAVIT

Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and Section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance (see attached **Form A-13**). Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.

1.37 ORDINANCES, RESOLUTIONS AND/OR ADMINISTRATIVE ORDERS

To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the **Clerk of the Board at (305) 375-5126**.

SECTION 2.0 - SCOPE OF SERVICES

2.1 INTRODUCTION/BACKGROUND

Miami-Dade County, as represented by the Miami-Dade County Department of Corrections & Rehabilitation ("C&R" or "Department") seeks a Contractor capable of furnishing a complete uniform distribution program for all uniformed personnel of the Department. The Contractor shall also provide for the interface of software and training of staff for the Quartermaster Program.

Within the Department, there are currently 2,280 uniformed officers, 50 Property Custodians, and 60 Labor Supervisors stationed in various locations. Under the proposed program, C&R staff would be able to obtain new items, replacements, or repairs from the Quartermaster store as necessary and after approval by the C&R liaison.

2.2 REQUIREMENTS AND SERVICES TO BE PROVIDED

The Quartermaster program should be designed around a sound inventory system that will be utilized as a control for distribution, inventory control, repair, and invoicing. Garments and protective clothing may be manufactured by the Contractor or from other authorized manufacturers or distributors acting as subcontractors. Contractor must also be responsible for tailoring and repair work within three (3) days of C&R employees bringing items to the Quartermaster store. Compensation to the Contractor shall be made once a month after the products and services are delivered and verified by the Department. Therefore, the Contractor must have the financial resources to provide for start-up costs.

The Quartermaster shall procure and issue to the uniformed members any new or updated items as directed by the Department. New items may be distributed several times a year. The Quartermaster will maintain records of merchandise allocated and issued according to guidelines established by the Department. The Contractor shall be responsible for commencing the Quartermaster system with a sufficient inventory within sixty (60) calendar days from notice to proceed.

2.3 FUNCTIONAL REQUIREMENTS

A. Clothing and Equipment

1. The Contractor shall provide a turn-key Quartermaster operation to supply all clothing and equipment as detailed in the following specifications attached herein as Attachment A. The specifications shall be used as a guide for purposes of submitting a proposal. Attachment B includes a listing of the current providers and model numbers. Fabric samples that meet the specifications in Attachment A will be provided to all interested proposers. The proposer is required to propose on clothing and equipment equal to the sample.

During the term of the Contract new items must be added. At C&R Department request, the Contractor shall provide the item at the wholesale cost, net of all trade and early payment discounts, plus a reasonable percentage markup.

2. Equipment and clothing shall be new, manufactured in strict accordance with the current C&R Department standards and regulations. No substitutions shall be allowed.

3. The Contractor shall maintain adequate inventory levels to satisfy demand levels of all components within this contract.
4. The Contractor shall not issue or repair any components without prior authorization from the Department. Security measures to control the distribution of components must be maintained by the Contractor.
5. The Contractor will have all stock items available, at the employees' expense, in the case of replacement of uniform items or components which are lost, stolen, or damaged beyond repair, while not in the actual performance of duty and in accordance with C&R policy.
6. The C&R officers will utilize the supply stores for all of their purchases. Therefore, the Contractor must make provisions for an adequate supply of clothing and equipment to fully equip a staff of approximately 2,280 uniformed officers.
7. The Department reserves the right to obtain new products from other sources if Contractor fails to provide items within a specified period of time.
8. The cost to the Officers shall not exceed the contracted amount plus sales tax.
9. The Contractor shall at all times endeavor to repair damaged or worn garments when such service will be less than the replacement cost as determined by C&R staff. Repairs shall be performed in conformity with all the Department regulations and shall not compromise the service ability of the garment or equipment.
10. The Contractor will be permitted to sell other uniform components, garments, and equipment not specified herein to the general public, but shall not represent these items as Department mandatory or approved equipment. These items must be marketed and distributed separately from the C&R Department's components. The C&R Department logo is copyrighted and cannot be manufactured, distributed, or reproduced without the permission of the C&R Department. The Department reserves the right to sell such items at its own discretion.
11. Used items received in exchange are the property of the Department and must be turned over to the agency for final disposition. The Department may elect to have the items destroyed and legally disposed of in any manner. The Contractor may be obligated by the Department to destroy or dispose of the property. Complete and accurate records of disposed items must be maintained by the Contractor.
12. The Contractor shall supply samples of all products at no charge to the Department for testing purposes during the term of the agreement. The Department shall be permitted to randomly select samples from the Contractor for testing without prior notice.
13. The Department may issue new items that are not listed. The Contractor must add these items to the program for distribution within 90 days. During the 90-day period, the Department may elect to acquire the goods from another manufacturer or distributor, and disburse the items independent of the Quartermaster program.
14. The Department may add, modify, substitute or delete items of clothing or equipment in whole or in part for any reason at any time upon written notice to the Contractor. The Department shall endeavor to provide thirty days notice in advance of any such deletion, and 90 days in advance in

case of additions, but reserves the right to provide a lesser period of notification. Such action shall not give rise to any claim against the Department for any changes or compensation in addition to that provided herein. Furthermore, the Department will not be responsible for Contractor's items of inventory that can no longer be used in the program.

15. The Contractor shall develop a general and standard operating procedure manual based on the functional requirements for all phases of Quartermaster operation. The manual shall describe the purpose, operation and function of the Quartermaster system. The manual shall include but will not be limited to sections defining the system software, hardware, and activities for the system application, inventory control procedures, daily store management implementation, and inspection, repair, and condemnation procedures. The manual shall serve as point of reference and guide for the Department and the Contractor's personnel to resolve operations requirements, philosophy of operations, and the functional relationships of each phase of the Quartermaster program, all documentation shall be subject to the approval of the Department. Such approval shall not be unreasonably withheld. The general design and operating manual shall be submitted to the Department within 60 days from the notice to proceed.
16. The Contractor may be required by C&R to assist in disseminating information regarding the Quartermaster operation to department staff. The Contractor shall comply to the best of its ability.

B. Quartermaster Operation

1. The County will provide two distribution centers for the contractor to distribute the merchandise utilizing space in departmental facilities located in the eastern and western parts of the County. Additional facilities may be proposed and shall be street level and centrally located. The facility shall be operated five days per week, Monday through Friday from 8:00 am to 6:00 pm except for those holidays observed by the County.
2. The Contractor shall provide an adequate number of service, tailoring, and repair employees in its facilities, so as to expeditiously serve the employees. The Contractor shall designate a Contract Manager to oversee the general operation and resolve routine problems and issues. Waiting time for service shall not exceed 15 minutes.
3. The Contract Manager duties shall consist of approving the issuance and repair of clothing and equipment, recording inventory levels, and resolving problems between the Contractor and uniformed personnel. The Contractor shall furnish a separate work area in the facility for the C&R Department for fittings and alterations. This area should be properly equipped.
4. The facility shall be fully stocked with all listed uniform and equipment items in a complete range of size and/or models. The facility shall be equipped with new modern state of the art tailoring and repair machinery.
5. The Contractor shall be required to make any necessary capital improvements to the assigned facility in order to comply with the requirements of the RFP. The cost of the improvements shall be the responsibility of the Contractor. All facilities shall conform to all Miami-Dade County, State and federal rules and regulations and building codes.
6. The Contractor must have the ability of making minor alterations and repairs within one (1) hour from the time the garment is received at the facility. Items that cannot be repaired in one hour must be repaired and available for pickup within three (3) business days from the time the garment is

received at the facility.

C. Inventory Control, Marking and Vouchering

1. The Contractor shall furnish a windows-based computerized inventory control and tracking system, compatible to the Department's current information system. It is the Contractor's responsibility to upgrade the system when applicable. To maintain complete information on the distribution of clothing and equipment, Contractor shall provide a web site accessible to the Department's employees. The system shall be capable of interfacing not only with the Department's local area network, but also accessible through the Internet.
2. The Department will provide an initial listing of the names of all uniformed personnel to the Contractor. A report noting the status of the employees will be furnished on a monthly basis to the Contractor. The Contractor shall propose a Tracking Methodology and system in their proposal.
3. The system shall maintain complete information on each employee including but not limited to: date entering service, assigned location, index code, type and quantity of items distributed, date distributed, exchanges, replacements, repairs, reasons for exchange or replacement or repairs, cost, estimated life of item, next projected exchange/replacement date, sizes and weights of employees, and quantity given to members. The report should be flexible in respect to dates and sorting criteria.
4. The Contractor shall provide consolidated reports providing individual and statistical information on usage, inventory levels, costs, repairs, billing and payments.
5. The Contractor shall furnish a voucher type system to adequately document the disbursement of items. The voucher shall be pre-printed, multi-part and must be of the type that can be scanned by an optical reader. The Contractor shall develop a master list of part numbers that shall be distributed to the Department together with the voucher form. The voucher form shall be formatted for the following information: name of new/replacement item, quantities, repairs, exchange/replacement/repair reason, Department authorization, Contractor authorization, and acknowledgement of receipt by member. One copy of the form will be retained by the Department, one for the employee, and enough copies for the Contractor invoicing and inventory control system.

D. Warranty

The Contractor shall warrant that for a period of one (1) year after acceptance and delivery of each item of clothing and equipment, the clothing, equipment, and its components parts, shall be free from defects in material and workmanship and shall perform in accordance with the Department standard specifications or better.

E. System Requirements

The Quartermaster Program must provide a secure system that that allows for Departmental access. The Program will be required to maintain data on the employees, provide product information, allow for on-line ordering, and generate reports. Access to the system will require a log-in and password and some usage will be restricted.

SECTION 3.0 - PROPOSAL FORMAT

3.1 INSTRUCTIONS TO PROPOSERS

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 1/2" X 11" pages, neatly typed on one side only, with normal margins and spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals that do not include the required documents may be deemed non-responsive and may not be considered for contract award.

3.2 CONTENTS OF PROPOSAL

The proposal must consist of two separate parts: (A) Technical Proposal, and (B) Price Proposal, as follows:

A. TECHNICAL PROPOSAL

The Technical Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. No cost information is to be included with the Technical Proposal. The Technical Proposal must include the following information:

1) Cover Page

The attached **Form A-1** is to be used as the cover page for the Technical Proposal. This form must be fully completed and signed by an authorized officer of the Proposer submitting the proposal.

2) Table of Contents

The table of contents should outline in sequential order the major areas of the proposal. All pages of the proposal, including the enclosures, must be clearly and consecutively numbered and correspond to the table of contents.

3) Executive Summary

Provide a brief summary describing the Proposer's ability to perform the work requested in this RFP; a history of the Proposer's background and experience in providing similar services; the qualifications of the Proposer's personnel to be assigned to this project; the subcontractors or subconsultants and a brief history of their background and experience; and, any other information called for by this RFP which the Proposer deems relevant, including any exceptions to this RFP. This summary should be brief and concise to advise the reader of the basic services offered, experience and qualifications of the Proposer, staff, subcontractors or subconsultants and any other relevant information.

4) Minimum Qualification Requirements

There are no minimum qualification required for this RFP.

5) Technical Information

(a) Describe Proposer's project plan, methodology and recommended solutions in performing the services described in the Scope of Services (**see Section 2.0**), and describe Proposer's specific policies, plans, procedures or techniques to be used in providing the services to be performed. The Proposer shall describe its approach to project organization and management, responsibilities of Proposer's management and staff personnel that will perform work in this project.

- (b) List the names and addresses of all major first tier subcontractors or subconsultants, and describe the extent of work to be performed by each first tier subcontractor or subconsultant.
- (c) Provide a project schedule for start-up of operations identifying specific key tasks, and duration.
- (d) Identify if Proposer's proposed plan meets the requirements of the Scope of Services described in Section 2.0, will meet the requirements with modifications (explain how), or cannot provide the requirements.
- (e) List and describe any and all equipment and/or software required for the service. Explain system network compatibility with the service.
- (f) Describe proposed on-line ordering process.
- (g) Describe Tracking Methodology and system.
- (h) Describe all training to be provided, how it will be provided, and duration of training.
- (i) Provide specific descriptions of all items to be provided by Quartermaster and as listed on Attachment A and identify where an equal or better item is being proposed.
- (k) Identify distribution sites/or other distribution methods proposed.
- (l) Identify reports that can be generated.
- (m) Indicate what security measures are used for employee confidentiality and protection of merchandise.

6) Proposer's Experience and Past Performance

- (a) Describe the Proposer past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.
- (b) Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) the client, (ii) description of work, (iii) total dollar value of the contract, (iv) contract duration, (v) customer contact person and phone number for reference, (vi) statement or notation of whether Proposer is/was the prime contractor or subcontractor or subconsultant, and (vii) the results of the project. Where possible, list and describe those projects performed for government clients or similar size private entities and any work performed for the County.
- (c) List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with County Ordinance No. 98-42, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such the Proposer must list and describe all work performed for Miami-Dade County and include the name of the County Department which administers or administered the contract(s); the contact person(s) on the contract(s) and their telephone number; the dates

covering the term of the contract(s); and, the dollar value of the contract(s).

- (d) Describe any other experiences related to the work or services described in the Scope of Services (**see Section 2.0**), and any other information which may be specific to the required services to be provided (e.g. software/hardware information, training, etc.).

7) Key Personnel and Subcontractors Performing Services

- (a) Provide an organization chart showing all individuals, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants.
- (b) Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of all key individuals and subcontractors or subconsultants who will be assigned to this project. This information shall include the functions to be performed by the key individuals and the subcontractors or subconsultants.
- (c) Provide resumes with job descriptions and other detailed qualification information on all key personnel who will be assigned to this project, including any subcontractors or subconsultants. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.

Note: After proposal submission, but prior to the award of any contract issued as a result of this RFP, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

8) Affidavits/Acknowledgements

The Proposer must complete, sign as required, and submit the following documents as part of its Technical Proposal:

- Form A-1 Cover Page of Technical Proposal
- Form A-2 Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentations (**see Section 1.17**)
- Form A-3 Acknowledgement of Addenda (**see Section 1.8**)
- Form A-4 Disability Nondiscrimination Affidavit
- Form A-5 Local Preference Information (**see Section 1.22**)
- Form A-7.1 Proposer's Disclosure of Subcontractors and Suppliers (**see Section 1.29**)
- Form A-7.2 Proposer's Disclosure of Fair Subcontracting Policies (**see Section 1.30**)
- Form A-8.1 Affirmative Action Plan Exemption Affidavit (if applicable) – (**see Section 1.32**)
- Form A-8.2 Affirmative Action Plan Affidavit (**see Section 1.32**)
- Form A-10 Miami-Dade County Collection of Taxes, Fees and Parking Tickets Affidavit and Individuals & Entities Attesting Being Current In Their Obligations to Miami-Dade County
- Form A-12 Code of Business Ethics
- Form A-13 Domestic Violence Leave Affidavit

In addition, the Proposer must follow the instructions for the BBE, HBE and/or WBE participation provisions described in Section 1.7 "Contract Measures" and the instructions of the attached Appendix A "Participation Provisions", and complete, sign as required, and submit with proposal any required

form(s) as may be applicable.

B. PRICE PROPOSAL

The Proposer must submit the Price Proposal in a separate **sealed** envelope or package (**separate from the Technical Proposal**) clearly marked on the sealed envelope or package "**PRICE PROPOSAL**", together with the Proposer's name, RFP Number and RFP title. The Proposer may submit the separate sealed Price Proposal inside the same container or package together with the separate Technical Proposal. The Proposer's price shall be submitted on **Form B-1 "Price Proposal Schedule"**, and in the manner required on said attachment form; there are no exceptions allowed to this requirement. If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the **Form B-1**, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. Proposers who do not submit pricing in accordance with **Form B-1** will not receive evaluation points for the Price/Cost portion. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations. The Price Proposal must contain all information required on the Price Proposal Schedule as follows:

Note: The Price Proposal shall consist of one original and ten copies.

1. Total Price that includes all costs associated with providing all requirements of the RFP solicitation.
2. Detailed staffing table by major task that reflects total staff hours by individuals or discipline and hourly rates.
3. Projection of Proposer's operational costs of this project for each year.

3.3 PROPOSAL PREPARATION REQUIREMENTS

Proposers must follow instructions of Section 1.4 "Proposal Submission". The proposal must consist of two separate parts: a) Technical Proposal (original and all copies), and b) sealed Price Proposal (original and all copies). The Technical Proposal must be packaged separately from the sealed Price Proposal, and both must be submitted in a sealed envelope or container that should be addressed as follows:

Proposer's Name
Proposer's Address
Proposer's Telephone Number

Clerk of the Board
Stephen P. Clark Center
111 NW 1st Street, 17th Floor, Suite 202
Miami, FL 33128-1983

RFP No.: 395

RFP Title:

Proposal Due Date: Quartermaster Program

SECTION 4.0 - EVALUATION/SELECTION PROCESS

4.1 INTRODUCTION

Following the opening of the proposal packages, the proposals will be evaluated by an Evaluation/Selection Committee appointed by the County Manager. The Committee will be comprised of appropriate County personnel from multiple departments and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Committee is balanced with regard to both ethnicity and gender.

Contract award will be based on two separate evaluation phases: Technical (Quality) and Price. The Proposer shall ensure that each phase is placed in a separately sealed package. Scoring proposals is based on point totals and not a percentage factor.

4.2 TECHNICAL PROPOSAL EVALUATION

The Evaluation/Selection Committee will first evaluate and rank responsive proposals on the Technical (Quality) criteria listed below. The criteria are itemized with their respective weights for a maximum total of Seventy (70) points per each Evaluation/Selection Committee member, for all Technical criteria. A Proposer may receive the maximum points or a portion of this score depending on the merit of its proposal, as judged by the Evaluation/Selection Committee in accordance with:

<u>Criteria</u>	<u>Points</u>
1. Proposer's experience, qualifications, capabilities, and past performance in providing the type of services described in this RFP	(30)
2. Proposer's approach to provide the type of services described in this RFP including implementation schedule training, and security.	(20)
3. Ordering and distribution process	(10)
4. Inventory Control and Tracking	(10)

Upon completion of the Technical (Quality) criteria evaluation, rating and ranking, the Committee may choose to conduct an oral presentation(s) with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on the best rated proposal providing the highest quality of service to the County; scores in clusters; significant breaks in scoring; and/or maintaining competition. Upon completion of the oral presentation(s), the Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

4.3 PRICE PROPOSAL EVALUATION

After the Evaluation/Selection Committee re-evaluates the Technical Proposals, in light of the oral presentation(s) if necessary, it will then evaluate the Price Proposals of those Proposers remaining in consideration.

The sealed Price Proposal envelopes of the Proposers remaining in consideration will then be opened in the presence of the Evaluation/Selection Committee. Price will be considered separately and only after the evaluation of the Technical (Quality) Proposals has been completed by the Evaluation/Selection Committee.

The Price Proposal submission will be assigned a maximum of twenty (20) points per each Evaluation/Selection Committee member. The Price will be evaluated in the following manner:

1. The responsive proposal with the lowest total price will be given the full weight of 20 points assigned to the price criterion.
2. Every other proposal will be given points proportionately in relation to the lowest price. This point total will be calculated by dividing the lowest price by the total price of the proposal being evaluated with the result being multiplied by the maximum weight for price (20 points) to arrive at a cost score of less than the full score for price.

Example:
$$\frac{\text{Lowest Price Proposed}}{\text{Proposer's Proposed Price}} \times \text{Total Points for Price} = \text{Price Score}$$

The application of the above formula will result in a uniform assignment of points relative to the criterion of price.

4.4 APPLICATION OF SELECTION FACTOR

A Selection Factor may be added in accordance with Section 1.07 "Contract Measures" and Appendix A "Participation Provisions" after review of the Technical and Price Proposal.

4.5 OVERALL RANKING

The Evaluation/Selection Committee will then determine the overall ranking by adding the Price Proposal evaluation score with the Technical (Quality) evaluation score and all other applicable additional points specified in this solicitation, to determine the overall ranking.

Following the evaluation and ranking of the proposals, the Evaluation/Selection Committee will recommend to the County Manager that a contract be negotiated with the highest ranked responsive and responsible Proposer, except as provided for below in Section 4.6 "Local Preference". Upon concurrence of the County Manager, the County shall enter into negotiations with the recommended Proposer.

The Proposer recommended for negotiations shall provide to the County:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors or subconsultants is or has been involved within the last three (3) years.

4.6 LOCAL PREFERENCE

Local Preference may be taken into consideration in accordance with Section 1.22 "Local Preference". If, following the completion of final rankings by the Evaluation/Selection Committee, a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the Evaluation/Selection Committee will recommend to the County Manager that a contract be negotiated with said local Proposer.

4.7 CONTRACT AWARD

Any negotiated contract, as a result of the RFP, will be submitted to the Board of County Commissioners for their approval. **All Proposers will be notified in writing when the County Manager makes an award recommendation.** The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by the Board of County Commissioners to be in the best interest of the County. The Board of County Commissioners' decision of whether to make the award and which proposal is in the best interest of the County shall be final.

(This is the form of Agreement the County anticipates awarding to the selected Proposer.)

QUARTERMASTER PROGRAM FOR C&R

Contract No. 395

THIS AGREEMENT made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (hereinafter referred to as the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "County"),

WITNESSETH:

WHEREAS, the Contractor has offered to provide Quartermaster Service for the Miami-Dade Department of Correction and Rehabilitation, that shall conform to the Scope of Services (Appendix A); Miami-Dade County's Request for Proposals (RFP) No. 396 and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and,

WHEREAS, the Contractor has submitted a written proposal dated _____, hereinafter referred to as the "Contractor's Proposal" which is incorporated by reference herein; and,

WHEREAS, the County desires to procure from the Contractor such _____ for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Contract" or "Contract Documents" or "Agreement" to mean collectively these terms and conditions, the Scope of Services (Appendix A), RFP No. 388 and all associated addenda and attachments, the Contractor's Proposal, and all other attachments hereto and all amendments issued hereto.
- b) The words "Contract Date" to mean the date on which this Agreement is effective, which shall be the date set forth above.
- c) The words "Contract Manager" to mean Miami-Dade County's Director, Department of Procurement Management, or the duly authorized representative.
- d) The word "Contractor" to mean _____ and its permitted successors and assigns.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the County's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the County's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the County's Project Manager.
- h) The words "Change Order" or "Extra Work" or "Additional Work" resulting in additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the County.
- i) The words "Project Manager" to mean the County Manager or the duly authorized representative designated to manage the Contract.
- k) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "subconsultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, 2) the Scope of Services (Appendix A), 3) the Miami-Dade County's RFP No. 396 and any associated addenda and attachments thereof, and 4) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the County in all aspects of the Services performed hereunder.
- b) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- c) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the County's Project Manager.
- d) The Contractor acknowledges that the County shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on _____ and shall be for a duration of five (5) years. The County, at its sole discretion, reserves the right to exercise the option to renew this Contract for a period for five (5) additional years on a year-to-year basis.

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax and followed with delivery of hard copy; and in any case addressed as follows:

(1) to the County

- a) to the Project Manager:

Miami-Dade County

Attention:

Phone:

Fax:

and,

- b) to the Contract Manager:

Miami-Dade County
Department of Procurement Management
111 N.W. 1st Street, Suite 1375
Miami, FL 33128-1974
Attention: Director
Phone: (305) 375-5257
Fax: (305) 375-2316

(2) To the Contractor

Attention:

Phone:

Fax:

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked

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such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of _____ (\$_____). The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Services undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

With respect to travel costs and travel related expenses, the Contractor agrees to adhere to CH. 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses including employee lodging, transportation, per diem, and all miscellaneous cost-and fees. The County shall not be liable for any such expenses that have not been approved in advance, in writing, by the County.

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract including, any option years; however, the Contractor may offer incentive discounts to the County at any time during the contractual term and any extensions thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B – Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County and shall show the County's contract number. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five days from receipt of a proper invoice. The time at which payment shall be due to small businesses and minority and women business enterprises shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.

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Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the County as follows:

Miami-Dade County

Attention: _____

The County may at any time designate a different address and/or contact person by giving written notice to the other party.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Upon County's notification, the Contractor shall, furnish to Miami-Dade County, Department of Procurement Management, RFP Section, 111 N.W. 1st Street, Suite 1375, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage. The mailing address of the Department of Procurement Management, as the certificate holder, must appear on the certificate of insurance.**
3. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles

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used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

4. Professional Liability Insurance in an amount not less than \$250,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, according to the latest edition of Best's Insurance Guide published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the County.

NOTE: MIAMI-DADE COUNTY CONTRACT NUMBER AND TITLE MUST APPEAR ON EACH CERTIFICATE OF INSURANCE.

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within fifteen (15) calendar days after County notification to Contractor to comply before the award is made. If the insurance certificate is received within the specified time frame but not in the manner prescribed in this Agreement, the Contractor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within twenty (20) calendar days after County notification to comply, the Contractor shall be in default of the contractual terms and conditions and award of the Contract will be rescinded, unless such time frame for submission has been extended by the County.

The Contractor shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period

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of the Contract, including any and all option years or extension periods that may be granted by the County. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the Contract until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this contract.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the County in accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the County the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner.
- e) The Contractor shall at all times cooperate with the County and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of

this Agreement.

ARTICLE 12. EMPLOYEES ARE THE RESPONSIBILITY OF THE CONTRACTOR

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 14. AUTHORITY OF THE COUNTY'S PROJECT MANAGER

- a) The Contractor hereby acknowledges that the County's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall be bound by all determinations or orders and shall promptly obey and follow every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to

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any lawsuit permitted hereunder.

- d) In the event of such dispute, the parties to this Agreement authorize the County Manager or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Manager's purview as set forth above shall be conclusive, final and binding on parties. Any such dispute shall be brought, if at all, before the County Manager within 10 days of the occurrence, event or act out of which the dispute arises.
- e) The County Manager may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Manager participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Manager for a decision, together with all evidence and other pertinent information in regard to such questions, in order that a fair and impartial decision may be made. Whenever the County Manager is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Manager, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendixes to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense

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defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope Of Services. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The Contractor agrees that the County or its duly authorized representatives or governmental agencies shall, until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, and shall only address those transactions related to this Agreement.

The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.

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- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's and County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Provider and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the event the County finds the Contractor in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

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If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION FOR CONVENIENCE AND SUSPENSION OF WORK

- a) The County may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the County through fraud, misrepresentation or material misstatement.
- b) The County may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the County Code.

In addition to cancellation or termination as otherwise provided in this Agreement, the County may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor and in such event:

- d) The Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
 - i. stop work on the date specified in the notice ("the Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any noncancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
- e) In the event that the County exercises its right to terminate this Agreement pursuant to this Article the Contractor will be compensated as stated in the

payment Articles, herein, for the:

- i. portion of the Services completed in accordance with the Agreement and the Work Order up to the Effective Termination Date; and
 - ii. noncancelable Deliverables that are not capable of use except in the performance of this Agreement and Work Order and has been specifically developed for the sole purpose of this Agreement Work Order but not incorporated in the Services.
- f) All compensation pursuant to this Article are subject to audit.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing and in addition to those instances referred to herein as a breach, an Event of Default, shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis.
 - ii. the Contractor has refused or failed, except in case for which an extension of time is provided, to supply enough properly skilled Staff Personnel;
 - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection "b" below;
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the County may request that the Contractor, within the time frame set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with terms of this Agreement. Until the County receives such assurances the County may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed time frame, the County may:

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- i. treat such failure as a repudiation of this Agreement;
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the County shall terminate this Agreement for default, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE /TERMINATION

If an Event of Default occurs, in the determination of the County, the County may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for procurement of Services, including procurement and administrative costs; and,
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default.

The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any patent, copyrights, service marks, trade secret, or any other third party proprietary rights.

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- b) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- c) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- d) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.
- e) The Contractor shall not infringe any copyright, trademark, service mark, trade secrets, patent rights, or other intellectual property rights in the performance of the Work.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered confidential information and shall be subject to all the requirements

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stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.

- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledge that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the contract, the contractors will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This

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includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the County any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use,

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duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. BUSINESS APPLICATION AND FORMS

Business Application The Contractor shall be a registered vendor with the County – Department of Procurement Management - Bids and Contracts Section, for the duration of this Agreement. It is the responsibility of the Contractor to file the appropriate Vendor Application and to update the Application file for any changes for the duration of this Agreement, including any option years.

Section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

ARTICLE 32. INSPECTOR GENERAL REVIEWS**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the Contractor is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for

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the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents

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available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS

Contractor agrees to comply, subject to applicable professional standards, with the provisions of any and all applicable Federal, State and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including but not limited to:

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment because of race, religion, color, age, sex, national origin, sexual preference, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Fair Housing and Employment Commission, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to: not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract with the County and signing the Disability Nondiscrimination Affidavit attached hereto (**see Form A-4**), the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best

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of the Contractor's knowledge any subcontractor or supplier to the Contractor.

- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the County's Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

ARTICLE 36. YEAR 2000 COMPATIBILITY

The Contractor shall be compliant with Year 2000 in all manners that may affect this Agreement.

ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 38. SURVIVAL

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

ARTICLE 39. BANKRUPTCY

The County reserves the right to terminate this contract, if, during the term of any contract the contractor has with the County, the contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 40. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

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IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first herein above set forth.

Contractor

Miami-Dade County

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Attest: _____
Secretary

Attest: _____
Clerk of the Board

Approved as to form
and legal sufficiency

Assistant County Attorney

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Form A-1

PROPOSER'S NAME (<i>Name of firm, entity or organization</i>):		
FEDERAL EMPLOYER IDENTIFICATION NUMBER:		
NAME AND TITLE OF PROPOSER'S CONTACT PERSON:		
Name: _____		Title: _____
MAILING ADDRESS:		
Street Address: _____		
City, State, Zip: _____		
TELEPHONE: (____) _____	FAX: (____) _____	E-MAIL ADDRESS: _____
PROPOSER'S ORGANIZATIONAL STRUCTURE:		
____ Corporation ____ Partnership ____ Proprietorship ____ Joint Venture		
____ Other (Explain): _____		
IF CORPORATION,		
Date Incorporated/Organized: _____		
State Incorporated/Organized: _____		
States registered in as foreign corporation: _____		
PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATED REQUEST FOR:		
LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:		
PROPOSER'S AUTHORIZED SIGNATURE		
The undersigned hereby certified that this proposal is submitted in response to this solicitation.		
Signed By: _____ Date: _____		
Print Name: _____ Title: _____		

**AFFIDAVIT OF MIAMI-DADE COUNTY
LOBBYIST REGISTRATION FOR ORAL PRESENTATION**

(4) List All Members of the Presentation Team Who Will Be Participating in the Oral Presentation:

TEL. NO.

(ATTACH ADDITIONAL SHEET IF NECESSARY)

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Form A-3

ACKNOWLEDGEMENT OF ADDENDA

Instructions: Complete Part I or Part II, whichever is applicable.

PART I: Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated _____, 200__

Addendum #2, Dated _____, 200__

Addendum #3, Dated _____, 200__

Addendum #4, Dated _____, 200__

Addendum #5, Dated _____, 200__

Addendum #6, Dated _____, 200__

Addendum #7, Dated _____, 200__

Addendum #8, Dated _____, 200__

Addendum #9, Dated _____, 200__

PART II:

____ No Addendum was received in connection with this solicitation.

Authorized Signature: _____ Date: _____

Print Name: _____ Title: _____

Federal Employer Identification Number: _____

Firm Name: _____

Address: _____

City/State/Zip: _____

Telephone: _____ Fax: _____

Form A-4 **DISABILITY NONDISCRIMINATION AFFIDAVIT**

CONTRACT REFERENCE: _____

NAME OF FIRM, CORPORATION, OR ORGANIZATION: _____

AUTHORIZED AGENT COMPLETING AFFIDAVIT: _____

POSITION: _____ PHONE NUMBER: (____) _____

I, _____, being duly first sworn state:

That the above named firm, corporation or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this project complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 47 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

 Signature

 Date

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____
 (Date)

by _____ He/She is personally known to me or has
 (Affiant)
 presented _____ as identification.

 (Type of Identification)

 (Signature of Notary)

 (Serial Number)

 (Print or Stamp Name of Notary)

 (Expiration Date)

Notary Public _____

Notary Seal
 (State)

FORM A-5
LOCAL BUSINESS PREFERENCE

Proposals submitted for this solicitation will be reviewed by the Evaluation/Selection Committee for Local Business Preference in accordance with Miami-Dade County Ordinance 94-166 as amended by Ordinance 01-21 and Resolution No. R-514-02, defining local business preference. A local business is defined as a proposer, which has a valid occupational license issued by Miami-Dade or Broward County at least one year prior to the proposal due date, to do business in Miami-Dade or Broward County and that authorizes the proposer to provide the goods, services or construction to be purchased; and, has a physical business address located within the limits of Miami-Dade and Broward County from which the proposer operates or performs business. (A Post Office Box is unacceptable.) **If the Proposer is a local firm as defined above, the Proposer shall submit a copy of its Miami-Dade or Broward Occupational License, which shall have been in effect one year prior to the proposal due date; and, evidence in the form of a lease or other such documentation, that is proof that the Proposer is located in Miami-Dade or Broward County.**

PLEASE CHECK IF APPLYING FOR LOCAL PREFERENCE

YES ☐ NO ☐

Proposer: _____

Federal Employer Identification Number: _____

Contact Name: _____

Address: _____

City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: _____

Title: _____

Date: _____

STATE OF _____
COUNTY OF _____

SUBSCRIBED AND SWORN TO (or affirmed) before me on _____,
(Date)

by _____ He/She is personally known to me or has
(Affiant)

presented _____ as identification.
(Type of Identification)

(Signature of Notary) (Serial Number)

(Print or Stamp Name of Notary) (Expiration Date)

Notary Public _____
(State)

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Notary Seal

FORM A-7.1
SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Proposer _____

RFP Name _____

RFP Number _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by all bidders and proposers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and proposers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of Form A-7.1 in those instances where no subcontractors or suppliers will be used on the contract. A bidder or proposer who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

 Signature of Proposer's
 Authorized Representative

Print Name

Print Title

Date

(Duplicate if additional space is needed)

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FORM A-7.2

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)**FAIR SUBCONTRACTING PRACTICES**

In compliance with Miami-Dade County Ordinance 97-35, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: _____

Title: _____ Date: _____

Firm Name: _____ Fed. ID No. _____

Address: _____ City/State/Zip: _____

Telephone: (____) _____ Fax: (____) _____



FORM A-8.1
AFFIRMATIVE ACTION PLAN
EXEMPTION AFFIDAVIT
 (Ordinance 98-30)

Project No. _____

Project Name: _____

I being duly first sworn, upon deposes that _____ has a Board of Directors
 Name of Company

which is representative of the population make-up of the nation and hereby claims exemption in accordance with the requirements of Ordinance 98-30. Said bidder has a current Board of Directors Disclosure form, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and the expiration date of _____.

Witness: _____
 Signature

 Signature

Witness: _____
 Signature

By: _____
 Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

☐ a corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Ordinance 98-30 requires that firms that have annual gross revenues in excess of five (5) million dollars to have an affirmative action plan and Procurement Policy on file with the County. Firms that have Boards of Directors that are representative of the population make-up of the nation are exempt and must complete the affidavit.

For questions regarding these requirements contact the Miami-Dade County Department of Business Development at (305) 349-5960.

**THIS EXEMPTION AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER
 AND RETURNED TO:**

MIAMI-DADE COUNTY
 DEPARTMENT OF BUSINESS DEVELOPMENT
 COURTHOUSE CENTER
 175NW1st AVENUE
 28th FLOOR
 MIAMI, FLORIDA 33128

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FORM A-8.2
AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY
AFFIDAVIT
 (Ordinance 98-30)

I being duly first sworn, upon oath deposes that _____ has a current Affirmative Action Plan and/or
 Procurement Policy, as required by Ordinance 98-30, processed and approved for filing with the Miami-Dade County Department
 of Business Development (DBD) under the file No. _____ and the expiration
 date of _____

Witness: _____
 Signature

 Signature

Witness: _____
 Signature

By: _____
 Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____

a _____ corporation partnership joint venture.

DOES NOT APPLY-MY COMPANY'S REVENUE IS LESS THAN \$5 MILLION

 Signature

 Date

PLEASE NOTE:

Ordinance 82-37 requires that all property licensed architectural, engineering, landscape architectural, and land surveyor, have an affirmative action plan on file with the County.

Ordinance 98-30 requires that firms that have annual gross revenue in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. If your firm does not have an annual gross revenue in excess of five (5) million dollars: check the above, sign and return this affidavit only. Firms that have a Board of Directors that are representative of the population make-up of the nation are exempt and must complete and return THE EXEMPTION AFFIDAVIT only.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-349-5960

**THIS AFFIDAVIT MUST BE PROPERLY EXECUTED BY THE BIDDER
 AND RETURNED TO:**

MIAMI-DADE COUNTY
 DEPARTMENT OF BUSINESS DEVELOPMENT
 COURTHOUSE CENTER
 175 NW 1st AVENUE
 28th FLOOR
 MIAMI, FLORIDA 33128

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Form A-10

**PROPOSER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES,
FEES AND PARKING TICKETS HAVE BEEN PAID**

(Section 2-8.1(c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)

and

THAT PROPOSER IS NOT IN ARREARS TO THE COUNTY

(Section 2-8.1(h) of the Code of Miami-Dade County, as amended by Ordinance No. 00-67)

I, _____, being first duly sworn, hereby state and certify that the foregoing statements are true and correct:

1. that I am the Proposer (if the Proposer is an individual), or the _____ (fill in the title of the position held with the Proposer) of the Proposer.

2. that the Proposer has paid all delinquent and currently due fees or taxes(- including but not limited to, real and personal property taxes, utility taxes, and occupational taxes)collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above proposer, have been paid.

3. that the Proposer is not in arrears in excess of the enforcement threshold under any contract, final non-appealable judgement, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Proposer has a controlling financial interest For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appealable judgement, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten per cent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten per cent or more in a firm, partnership, or other business entity.

By: _____, 20 _____
Signature of Affiant Date

Printed Name of Affiant and Tile Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20 _____.

by _____ . He/She is personally known to me or has presented

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

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Form A-12
Code of Business Ethics

In accordance with Section 2-8.1(i) of the Miami-Dade County Code, each person or entity that seeks to do business with the County shall adopt a Code of Business Ethics ("Code") and shall, prior to execution of any contract between the contractor and the County, submit an affidavit stating that the contractor has adopted a Code that complies with the requirements of Section 2-8.1(i) of the Miami-Dade County Code. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require that the contractor:

- Comply with all applicable governmental rules and regulations including, among others, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance and the False Claims Ordinance.
- Comply with all applicable rules and regulations regarding Disadvantaged Business Enterprises, Black Business Enterprises, Hispanic Business Enterprises and Women Business Enterprises (hereinafter collectively Minority Business Enterprises, "MBEs") and Community Small Business Enterprises (CSBE5) and shall specifically prohibit the following practices:
 - Pass-through Requirements. The Code shall prohibit pass-throughs whereby the prime firm requires that the MBE or CSBE firm accept payments as a MBE or CSBE and pass through those payments or a portion of those payments to another entity including, but not limited to the owner/operator of the prime firm;
 - Rental Space, Equipment or Flat Overhead Fee Requirements. The Code shall prohibit rental space requirements, equipment requirements, and/or flat overhead fee requirements, whereby the prime firm requires the MBE or CSBE firm to rent space or equipment from the prime firm or charges a flat overhead fee for the use of space, equipment, secretary, etc.;
 - Staffing Requirements. The Code shall prohibit the prime firm from mandating, as a condition to inclusion in the project, that a MBE or CSBE hire, fire, or promote certain individuals not employed by the prime firm, or utilize staff employed or previously employed by the prime firm.
 - MBE or CSBE staff utilization. The Code shall prohibit the prime firm from requiring the MBE or CSBE firm to provide more staff than is necessary and then utilizing the MBE or CSBE staff for other work to be performed by the prime firm.
 - Fraudulently creating, operating or representing MBE or CSBE. The Code shall prohibit a prime firm including, but not limited to, the owners/operators thereof from fraudulently creating, operating or representing an entity as a MBE or CSBE for purposes of qualifying for certification as a MBE or CSBE.
- The Code shall also require that on any contract where MBE or CSBE participation is purported, the contract shall specify essential terms including, but not limited to, a specific statement regarding the percent of participation planned for MBEs or CSBEs, the timing of payments and when the work is to be performed.
- The failure of a contractor to comply with its Code of Business Ethics shall render any contract between the contractor and the County voidable, and subject violators to debarment from future County work pursuant to Section 10-38(h)(2) of the Code. The Inspector General shall be authorized to investigate any alleged violation by a contractor of its Code of Business Ethics.

CODE OF BUSINESS ETHICS

[Section 2-8.1(i), Code of Miami-Dade County]

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(1) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____

Signature of Affiant

_____ 20 ____

Date

Printed Name and Title of Affiant_____
Federal Employer Identification Number_____
Printed Name of Firm_____
Address of Firm**SUBSCRIBED AND SWORN TO** (of affirmed) before me this _____ day of _____, 20 ____

He/She is personally known to me or has presented _____ as identification.

Type of Identification

Signature of Notary_____
Serial Number_____
Print or Stamped Name of Notary_____
Expiration Date

Notary Public, State of _____

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Form A-13

MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE AFFIDAVIT

(County Ordinance No 99-5 and Resolution No. R-185-00)

I, _____, being first duly sworn state:
Affiant

That in compliance with Ordinance No. 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation.

As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. seq., of the Miami-Dade County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

By: _____ 200 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-_____/_____/_____/_____/_____/_____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this ____ day of _____, 200 ____

He/She is personally known to me or has presented _____ as identification.
Type of Identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

FORM B-1

Price Proposal

(TO BE SUBMITTED IN SEPARATE SEALED ENVELOPE WITH ORIGINAL PROPOSAL)

Proposer must submit price information exactly in the manner requested on this form B-1. Do not deviate in any way from the requested format. (See Section 3.2 B "PRICE PROPOSAL" for additional information.)

If the Proposer wishes to submit an alternate pricing, the Proposer must first submit pricing in accordance with the Form B-1, and then include a separate alternate pricing in a separate sealed envelope marked "ALTERNATE PRICE PROPOSAL" on the sealed envelope and on the first page of the alternate pricing. The alternate pricing will not be scored for evaluation purposes, but may be considered by the County if the Proposer is selected for negotiations.

Note: The Price Proposal shall consist of one original and ten copies.

Proposed Management Fee \$ _____/yr.

Proposer's Name: _____

Signature: _____
Proposer's Authorized Representative

Name: _____

Date: _____

**MIAMI-DADE COUNTY
FLORIDA**

DEPARTMENT OF BUSINESS DEVELOPMENT

**BLACK BUSINESS ENTERPRISE PROGRAM
(Ordinance 94-96 – A.O. 3-3)**

**HISPANIC BUSINESS ENTERPRISE PROGRAM
(Ordinance 94-95 – A.O. 3-17)**

**WOMEN BUSINESS ENTERPRISE PROGRAM
(Ordinance 94-94 – A.O. 3-18)**

PARTICIPATION PROVISIONS

**There are five (5) contract measures: Set-Asides, Subcontractor Goals,
Project Goals, Selection Factor and Bid Preference**

**THE CONTRACT MEASURE(S) APPLICABLE
TO THIS PROJECT:**

	BBE	HBE	WBE
Set-Aside			
Subcontractor Goals	%	%	%
Project Goals			
Bid Preference			
Selection Factor	X		

**DEPARTMENT OF BUSINESS DEVELOPMENT
175 NW 1ST AVENUE, 28TH FLOOR
MIAMI, FLORIDA 33128
PHONE: (305) 349-5960 FAX: (305) 349-5915**

Revised November 2001

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A. DEFINITIONS

The definitions in this section apply only to these Participation Provisions, hereinafter referred to as "Provisions". These Provisions shall apply to every bid, request for proposals and contract to which a contract measure is applied. The phrase "BBE, and/or HBE, and/or WBE, as appropriate," means to apply the contract measures to this contract as indicated on the cover sheet. Only the contract measures and programs indicated on the cover sheet apply. For example: If the cover sheet indicates a 10% subcontractor goal for BBEs and a 20% subcontractor goal for WBEs, and no subcontractor goal for HBEs, then only BBE and WBE subcontractor goals would apply to this bid.

NOTE: THESE PROVISIONS ARE IN ADDITION TO FEDERAL REQUIREMENTS GOVERNING DISADVANTAGED BUSINESS ENTERPRISES.

1. "Approval Letter" means a document issued by DBD at the request of a BBE, and/or HBE, and/or WBE, as appropriate, or bidder that, based on the written representations of the BBE, and/or HBE, and/or WBE, as appropriate, or bidder, finds a specified activity or scope of work consistent with normal industry practice.
2. "Available" or "Availability" means to have, prior to bid submission, the ability to Provide goods or services under a contract, by having: reasonably estimated, uncommitted capacity; all necessary licenses, permits, registrations and certifications; the ability to obtain bonding that is reasonably required consistent with normal industry practice; and the ability to otherwise meet bid specifications.
3. "Bid" means a quotation, proposal, letter of interest or offer by any bidder in response to any kind of invitation, request or public announcement to submit a quotation, proposal, letter of interest or offer for a contract.
4. "Bidder" means any person, partnership, corporation or other business entity that submits a bid.
5. "Bid Preference" means an amount deducted from the total bid price in order to calculate the bid price to be used to evaluate the bid.
6. "Bid Price" means the amount of the bid in accordance with the method of award outlined in the bid document, where the award is based on price per item, price in the aggregate, price by group, price by zone, combination of award methods, or any other method defined within the bid document under review.
7. "Black" means a person who is a citizen or lawful resident of the United States and who has origins in any of the Black racial groups of Africa.
8. "Black Business Enterprise" or "BBE" means a firm that is owned and controlled by one or more Black individuals, has an actual place of business in Miami-Dade

County, and is certified in accordance with Ordinance 94-96, and Administrative Order 3-3.

9. "BBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-BBE that demonstrates significant utilization of BBEs in accordance with Ordinance 94-96, is a BBE, or is a joint venture owned and controlled by a BBE.

"HBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-HBE that demonstrates significant utilization of HBEs in accordance with Ordinance 94-95, is a HBE, or is a joint venture owned and controlled by a HBE.

"WBE Selection Factor" means an element specified in bid documents that designates as one criteria for choosing among bids that the bidder is a non-WBE that demonstrates significant utilization of WBEs in accordance with Ordinance 94-94, is a WBE, or is a joint venture owned and controlled by a WBE.

10. "Board" means the Miami-Dade County Board of County Commissioners, Miami-Dade County, Florida.
11. "Broker" means an individual or business that acts as a contact for the purchase of goods or services from a supplier and transfers funds to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, in a manner that does not add economic value to the purchase, except where such conduct is normal industry practice.
12. "Certification List" means a list maintained by the Department of Business Development that contains the names, addresses, and certification expiration date, of certified BBEs, and/or HBEs, and/or WBEs, as appropriate, sorted by trade, service, and/or commodity.
13. "Commercially Useful Function" means contractual responsibility for the execution of a distinct element of the work of a contract by a business enterprise and the carrying out of its contractual responsibilities by actually performing, managing, and supervising the work involved other than acting as a broker. The determination of whether an activity is a commercially useful function shall include the evaluation of the amount of work subcontracted, normal industry practices, the skills, qualifications, or expertise of the enterprise to perform the work, whether the business owner himself or herself performs, manages, and/or supervises the work involved, and other relevant factors.
14. "Compliance Monitor" means the Director of the Department of Business Development or his or her designee assigned to review compliance pursuant to Ordinances 94-96, 94-95, 94-94 and the Administrative Orders 3-3, 3-17, and 3-18.

15. "Contract" means an agreement proposed by County staff, or approved by the County Commission in any of the following classes:
- i. procurement of goods and services not included in the classes ~~b, c and d~~ below;
 - ii. professional services including but not limited to accounting, legal, health care, consulting and management services;
 - iii. contract does not mean an agreement to purchase, lease, or rent real property; grant leases, permits, or franchises; operate concession; or make grants.
16. "Contract Measure" means a set-aside, or a subcontract goal, or a project goal, or a bid preference, or a selection factor, singly or in any combination.
17. "Contracting Officer" means the person assigned under a contract, usually a Department Director or his or her designee, who has primary responsibility to monitor the contract and enforce contract requirements.
18. "County" means Miami-Dade County, Florida, a political subdivision of the State of Florida.
19. "Debar" means to exclude a vendor, its individual officers, its shareholders with significant interests, or its affiliated businesses from county contracting and subcontracting for a specified period of time, not to exceed five (5) years.
20. "DBD" means the Miami-Dade County Department of Business Development.
21. "Goods" mean any tangible product, material or supply that is not a service.
22. "Hispanic" means a person who is a citizen or lawful resident of the United States who has origins in Cuba, Mexico, Puerto Rico, Central or South America or other Spanish or Portuguese culture regardless of race.
23. "Hispanic Business Enterprise" or "HBE" means a business that is owned and controlled by one or more Hispanic individuals; has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-95 and Administrative Order 3-17.
24. "Joint Venture" means an association of two or more persons, partnerships, corporations, other business entities or any combination of the above, at least one of which is a BBE, and/or HBE, and/or WBE, as appropriate, certified in accordance with the relevant ordinance, that is lawfully established to carry on a single business activity that is limited in scope and duration.

25. "Joint Venture Agreement" means a document submitted to DBD by a joint venture that provides information regarding the nature of the joint venture.
26. "Letter of Intent" means a letter signed by a subcontracting BBE, and/or HBE, and/or WBE, as appropriate, detailing the scope and dollar value of the work to be performed by the BBE, and/or HBE, and/or WBE, as appropriate, for the successful bidder on a contract with subcontractor goals.
27. "MDC" means Miami-Dade County, Florida.
28. "Owned and Controlled" means a business that is at least fifty one (51) percent owned by one or more Blacks, Hispanics or women, as appropriate, or in the case of a publicly owned business, at least fifty one (51) percent of the stock of which is owned by one or more Blacks, Hispanics or women, as appropriate, and whose management and daily business operations are controlled by one or more such individuals. The determination of whether an owner has demonstrated such control shall include an evaluation of the following: the owner's experience in the industry in which certification is sought; the owner's independence in making business policy and day-to-day operational decisions; the owner's technical competency or knowledge of technical requirements in the industry in which certification is sought; and other relevant factors.
29. "DPM" means the Department of Procurement Management.
30. "Principal Place of Business" means the location at which the business records of the applicant concern are maintained and the location at which the individual who manages the day-to-day operations spends the majority of his or her working hours.
31. "Project Goal" means that a proportion of a total contract value stated as a percentage to be awarded to BBEs, and/or HBEs, and/or WBEs, as appropriate, in contracts that create a pool of qualified vendors from which the County selects pool members to perform the work of the contract.
32. "Review Committee" or "RC" means the committee established by the County Manager to review proposed projects for the application of contract measures.
33. "Schedule of Participation" means a form contained in the bid documents of a contract with goals on which bidders list at the time of bid submission all BBEs, and/or HBEs, and/or WBEs, as appropriate, to be used to meet the goal, the scope of work each will perform, including the goods or services to be provided, and the dollar value of such work.
34. "Services" mean maintenance, alteration, or repair of a public improvement and any performance of work offered for public or private consumption that does not consist primarily of goods.

35. "Set-Aside" means the designation of a given contract for competition solely among BBEs, and/or HBEs, and/or WBEs, as appropriate.
36. "Set-Aside List of Subcontractors" means a form contained in the bid documents of set-aside contracts for services identifying the work the bidder will perform with his own forces and, listing at time of bid submission, all subcontractors, the scope of work each will perform, including the services each will provide, and the dollar value of such work.
37. "Significant Utilization" means purchases of goods or services from BBEs, and/or HBEs, and/or WBEs, as appropriate, by a bidder in the preceding twenty-four (24) months that: were not required under governmental contract measures or Minority Business Enterprise Program; and were not a nominal amount relative to the bidder's purchases of goods and services in Miami-Dade County, the bidder's overall purchases of goods and services, and the availability of BBEs, and/or HBEs, and/or WBEs, as appropriate; and were pursuant to the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchases of goods and services in Miami-Dade County.
38. "Subcontractor Goal" means a proportion of a total contract value stated as a percentage to be subcontracted to a BBE, and/or HBE, and/or WBE, as appropriate, to perform a commercially useful function.
39. "Successful Bidder" means the bidder to which the contract is awarded.
40. "Unavailability Certificate" means a document signed by a BBE, and/or HBE, and/or WBE, as appropriate, stating that the BBE, and/or HBE, and/or WBE, as appropriate, is not available to participate on a specific project at a specific time.
41. "Utilization Report" means a report completed by the successful bidder on a contract with goals and submitted monthly listing all work performed in the past month by the BBEs, and/or HBEs, and/or WBEs, as appropriate, identified on the Schedule of Participation and all expenditures made in the last month to the identified BBEs, and/or, HBEs, and/or WBEs, as appropriate.
42. "Voidable" means capable of being annulled.
43. "Women" mean persons of the female gender, regardless of race or ethnicity.
44. "Women Business Enterprise" or "WBE" means a business that is owned and controlled by one or more women, has its principal place of business in Miami-Dade County; and is certified in accordance with Ordinance 94-94 and Administrative Order 3-18.
45. "Work" means the provision of goods or services.

B. GENERAL INFORMATION

1. The bidder shall fully comply with these Provisions which implement Miami-Dade County Ordinances 94-94, 94-95, and 94-96 and Administrative Orders 3-3, 3-17 and 3-18, respectively.
2. Five individual contract measures are possible under the Black Business Enterprise Program (Ordinance 94-96 and Administrative Order 3-3), the Hispanic Business Enterprise Program (Ordinance 94-95 and Administrative Order 3-17) and the Women Business Enterprise Program (Ordinance 94-94 and Administrative Order 3-18): set-asides, subcontractor goals, project goals, bid preferences, and BBE, and/or HBE, and/or WBE, selection factors. While neither a bid preference nor a BBE, and/or HBE, and/or WBE, selection factor may be applied to a set-aside contract, contract measures may otherwise be used in combination with each other. For instance a set-aside contract for WBEs may also contain subcontractor goals for BBEs and HBEs. The contract measure(s) applicable to this contract is indicated on the cover sheet of these Provisions. MDC shall not award a contract to any bidder which it determines fails to comply with the applicable requirements of these Provisions.
3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. MDC shall monitor the compliance of the successful Bidder with the requirements of these Provisions during the course of the work to be performed under the contract.
5. Forms necessary for submittal of information pertaining to these Provisions are included in the appendix. Additional copies may be obtained by contacting the Compliance Monitor at: Miami-Dade County Department of Business Development (DBD) at 175 N.W. 1st Avenue, 28th Floor, Miami, Florida 33128 or by telephone at (305) 349-5960, facsimile (305) 349-5915.

C. CERTIFICATION

1. Attached as an example is a Certification List with a specified date. Certification Lists are updated and issued every two weeks. Bidders shall use the most recent Certification List available prior to bid opening. Certification lists may be obtained by contacting DBD at telephone number (305) 349-5960 during normal business hours or online at www.co.miami-dade.fl.us/dbd.
2. The firms on the Certification List will be identified by trade, commodity or service area. A BBE, and/or HBE, and/or WBE, as appropriate, must be certified in a trade,

commodity, or service area in order to be eligible to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on contracts in such trade, commodity or service area. In addition, vendors in order to be eligible to participate as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate, must be certified in the trade, commodity or service area in which they are to perform work as a BBE, and/or HBE, and/or WBE subcontractor, as appropriate.

3. In order to participate as a BBE, and/or HBE, and/or WBE, as appropriate, on this contract, a BBE, and/or HBE, and/or WBE, as appropriate, must have a valid certification at the time of bid submittal, bid award, and throughout the duration of the contract in which the BBE, and/or HBE, and/or WBE, as appropriate, participates as a BBE, and/or HBE, and/or WBE.
4. Joint Ventures. Only joint ventures approved by DBD in accordance with Administrative Orders 3-3, 3-17, and/or 3-18, as appropriate, are eligible to participate as joint ventures in the Program. Joint ventures must be lawfully established. The Black, Hispanic and/or woman member of the joint venture must be certified as a BBE, and/or HBE, and/or WBE, as appropriate, before the joint venture can be approved.

D. CONTRACT MEASURES

1. Set-Asides
 - a. Contracts that are set-aside and do not have subcontractor goals are for bidding solely among BBEs, and/or HBEs, and/or WBEs, as appropriate. A BBE, and/or HBE, and/or WBE, as appropriate, awarded a set-aside contract shall not transfer to a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, through subcontracting or otherwise, any part of the actual work of the contract unless these bid documents expressly and specifically require and/or permit such transfer as consistent with normal industry practice, or the BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter from DBD.
 - b. Set-aside contracts with subcontractor goals require that subcontractor goals be met in areas specified in the Schedule of Participation. In areas not being used to meet a subcontractor goal the work is to be performed by the BBE, and/or HBE, and/or WBE for which the contract was set-aside. For example: a BBE set-aside with a 20% WBE subcontractor goal requires 20% of the work be performed by a WBE and the remaining work be performed by BBEs.
 - c. A BBE and/or HBE and/or WBE, as appropriate, that performs the work of the set-aside contract with its own forces may count such work towards reducing the BBE and/or HBE and/or WBE set-aside by one-hundred (100) percent.

- d. Bidders on set-asides that cannot demonstrate their compliance with the requirements of the preceding paragraphs (D.)(1.)(a.) and (b.) shall be found to be in non-compliance with these Provisions.
 - e. Bidders on set-asides, to be eligible for award, shall submit upon request of the Compliance Monitor, a "Set-Aside List of Subcontractors" (Form No. DBD 104). Failure to submit the list and any relevant information the Compliance Monitor may request shall constitute non-compliance with these Provisions.
 - f. The following shall constitute non-compliance with these Provisions:
 - i. Submission of a Set-Aside List of Subcontractors that the bidder knew or should have known is incomplete or inaccurate; or
 - ii. Deviation from the list without the written approval of the Compliance Monitor.
2. Subcontractor Goals
- a. The purpose of a Subcontractor Goal is to have portions of the work under the contract performed by available BBEs, and/or HBEs, and/or WBEs, as appropriate.
 - b. In contracts with subcontractor or projects goals for BBEs, and/or HBEs, and/or WBEs, as appropriate, a Black and/or Hispanic and/or Woman Business Enterprise certified in more than one category shall be counted toward meeting the goal for one category only. The prime bidder shall declare at bid submission toward which subcontractor goal a business enterprise certified in more than one category shall count.
 - c. After a bid is advertised with a subcontractor or project goal, it may be reduced only with the approval of the County Commission, or if the contract is to be executed by the Public Health Trust, by that body.
 - d. A bidder challenging or protesting the subcontractor or project goal must submit to the office or person to whom the bid is submitted, no later than the time of bid submission, written reasons for such challenge or protest. Challenges or protests to a BBE, and/or HBE, and/or WBE, as appropriate, subcontractor goal by bidders after the time of bid submission, or challenges based on reasons not previously provided in writing prior to bid submission, shall not be heard by the County Commission.
 - e. The Project Worksheet for establishing the stated subcontractor goal is included in the appendix of these Provisions.
 - f. Bidder Responsibilities for Subcontractor Goals:

- i. Bidders must submit a completed Schedule of Participation (Form No. DBD 101) at the time of bid submission. The Schedule of Participation constitutes a written representation by the bidder that to the best of the bidders' knowledge the BBEs, and/or HBEs, and/or WBEs, as appropriate, listed are available and have agreed to perform as specified, or that the Bidder will demonstrate unavailability. The Schedule of Participation is a commitment by the bidder that if awarded the contract, it will enter into subcontracts with the identified BBEs, and/or HBEs, and/or WBEs, as appropriate, for the scope of work at the percentage set forth in the Schedule of Participation.
- ii. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate, and bidders that are joint ventures that are owned and controlled by one or more BBEs, and/or HBEs, and/or WBEs, as appropriate, may use their own forces to meet up to 50% of a specified goal.
- iii. Bidders who fail to submit the Schedule of Participation shall be considered non-responsive. Bids that contain a defective Schedule of Participation are voidable. Examples of defects include but are not limited to: incomplete Schedules; the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Schedule.
- iv. Expenditures to subcontracting BBEs, and/or HBEs, and/or WBEs, as appropriate, shall be counted toward meeting specified goals as follows:
 - (1) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that perform a commercially useful function in the supply of goods or services required for fulfillment of the contract;
 - (2) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that subcontract work further to non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, only if bid documents expressly and specifically permit such subcontracting as consistent with normal industry practice, or the bidder or BBEs, and/or HBEs, and/or WBEs, as appropriate, requests and receives prior to bid award an approval letter from DBD.
 - (3) One hundred percent (100%) of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, who are vendors, working as subcontractors, that perform actual work with their own forces;
 - (4) None of the expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, that acts essentially as a conduit to transfer funds to a

non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, unless bid documents expressly and specifically permit such transfers as consistent with normal industry practice or the bidder or BBE, and/or HBE, and/or WBE, as appropriate, requests and receives prior to bid award an approval letter.

- v. Bidders agree to take all necessary and reasonable steps in accordance with these Provisions to ensure that BBEs, and/or HBEs, and/or WBEs, as appropriate, have the maximum opportunity to compete for and perform this contract. Bidders shall select portions of the work to be performed by BBEs, and/or HBEs, and/or WBEs, as appropriate, so as to increase the likelihood of meeting the subcontractor goal including, where appropriate, breaking down contracts into economically feasible units to facilitate BBE, and/or HBE, and/or WBE, as appropriate, participation.
- vi. Bidders must submit Letters of Intent (Form No. DBD 102) to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid opening. Defective Letters of Intent are voidable. Examples of defects include but are not limited to improperly executed letters, the listing of an unidentifiable BBE, and/or HBE, and/or WBE, as appropriate, and percentage miscalculations that are not mere clerical errors apparent on the face of the Letter of Intent. Expenditures to BBEs, and/or HBEs, and/or WBEs, as appropriate, on a Schedule of Participation that are not confirmed by a Letter of Intent shall not count toward the goal.
- vii. Bidders whose bid do not meet the specified goal, in order to remain eligible, must submit to the person or office to whom the bid was submitted by 4:00 p.m. on the second business day following bid submission evidence proving the lack of available BBEs, and/or HBEs, and/or WBEs, as appropriate, to afford effective competition to provide the goods or services to meet the subcontractor goal. To prove lack of availability, bidders must submit the following:
 - (1) Unavailability Certificates (Form No. DBD 103) either completed and signed by the BBEs, and/or HBEs, and/or WBEs, as appropriate, or completed and signed by the bidder explaining the contacts with the BBEs, and/or HBEs, and/or WBEs, as appropriate, statements or actions of the BBEs, and/or HBEs, and/or WBEs, as appropriate, showing unavailability, and the reason(s) why the BBEs, and/or HBEs, and/or WBEs, as appropriate, signature could not be obtained; and
 - (2) A listing of any bids received from BBEs, and/or HBEs, and/or WBEs, as appropriate, the scope of work and price of each bid, and the bidder's reasons for rejecting each bid; and

- (3) A statement of the bidder's contacts with DBD for assistance in determining available BBEs, and/or HBEs, and/or WBEs, as appropriate; and
 - (4) A statement showing compliance with paragraph D. 2. d.; and
 - (5) A complete description of the bidder's process for soliciting and evaluating bids from BBEs, and/or HBEs, and/or WBEs, as appropriate,
 - (6) Bidders may establish a BBE, and/or HBE, and/or WBE, as appropriate, as unavailable if the bidder provides evidence proving the BBEs, and/or HBEs, and/or WBEs, as appropriate, bid is not reasonably competitive with comparable bids of non-BBEs, and/or non-HBEs, and/or non-WBEs, as appropriate, for the same scope of work.
 - (7) Evidence of lack of availability may address only the period prior to bid submission.
- viii. The bidder shall either meet the subcontractor goal or demonstrate lack of availability as a condition of being awarded this Contract.

3. Bid Preference

- a. Eligibility. Bidders claiming a bid preference shall complete and submit with their bid a claim of bid preference. The Compliance Monitor shall determine whether the bidder qualifies for the bid preference for the specified contract. In the event that a bidder qualifies for a bid preference in more than one category for the specified contract, the bidder shall be awarded the largest preference. Only one preference shall be awarded per bidder per contract. Bid preferences shall be given to:
 - i. Bidders that are BBEs, and/or HBEs, and/or WBEs, as appropriate;
 - ii. Bidders that demonstrate significant utilization;
 - iii. Bidders that are joint ventures approved under Section III of Administrative Orders 3-3 and/or 3-17 and/or 3-18, as appropriate.
- b. The bid price will depend on the method of award. Examples of award methods include, but are not limited to, price per item, per group or in the aggregate.
- c. Bid preferences may only be applied to contracts where the estimated aggregate

contract value exceeds \$25,000.

- d. Preference Level. Bid documents for contracts with bid preferences shall state the following bid preferences which will be given to qualified bidders as appropriate:

Bid Price	BBEs HBEs WBEs	Significant Utilization of BBE, HBEs, WBEs	Joint Ventures BBEs=>51% HBEs=>51% WBEs=>51%	Joint Ventures BBEs=<51% HBEs=<51% WBEs=<51%
>0 <75,000	10.0%	7.50%	5.0%	3.75%
75,000 <125,000	5.0%	3.75%	2.50%	1.25%
125,000 <250,000	4.0%	3.00%	2.00%	1.00%
250,000 <500,000	3.0%	2.25%	1.50%	0.75%
500,000 <1,000,000	2.0%	1.50%	1.00%	0.50%
1,000,000 <2,000,000	1.0%	0.75%	0.50%	0.25%

On contracts greater than two million dollars (\$2,000,000), the bid preference shall only be calculated for the first two million dollars of the bid price. The bid preference shall be calculated and subtracted from the total bid price. This difference shall be used in evaluating the bid. The bid preference is used only to calculate an amount to be used in evaluating the bid and does not affect the contract price.

- e. Demonstrating Significant Utilization
- i. DBD shall prepare and make available on a monthly basis a list of BBEs, HBEs and WBEs that have valid certifications during the prior twenty-four (24) months.
 - ii. Bidders claiming a bid preference based on significant utilization shall demonstrate such significant utilization by submitting evidence including but not limited to the following:
 - (1) Bidder's total purchases of goods and services in the prior twenty-four months.
 - (2) Bidder's total purchases of goods and services in Miami-Dade County in the prior twenty-four months.
 - (3) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate, in the prior twenty-four months, identifying each BBE, and/or HBE, and/or WBE, as appropriate.
 - (4) Bidder's total purchases from BBEs, and/or HBEs, and/or WBEs, as appropriate in the prior twenty-four months, identifying each BBE,

and/or HBE, and/or WBE, as appropriate, that was not pursuant to any governmental contract or Minority Business Enterprise Program requirement with which the bidder complied.

(5) Data showing lack of availability of BBEs, and/or HBEs, and/or WBEs, as appropriate.

(6) A description of the bidder's systematic efforts to eliminate discrimination against BBEs, and/or HBEs, and/or WBEs, as appropriate, in its purchasing operations.

iii. Based on its review of the evidence, DBD shall issue a letter stating the bidder has demonstrated significant utilization or the reasons why the bidder has failed to demonstrate significant utilization.

4. BBE, HBE and WBE Selection Factor

1. In bids that assign weights to evaluation or selection criteria, bid documents shall assign a weight of ten percent (10%) to the BBE, and/or HBE, and/or WBE selection factor, as appropriate. In bids that do not assign weights to evaluation or selection criteria, bid documents shall provide that among bidders evaluated to be otherwise substantially equal, the BBE, and/or HBE, and/or WBE selection factor, as appropriate, shall be the deciding factor for award of the bid.
2. A BBE, and/or HBE, and/or WBE selection factor may be applied to any request for proposals or similar invitations to bid that are not set-aside.

E. PRE-AWARD COMPLIANCE

1. Investigatory Meeting by Compliance Monitor

- a. The Compliance Monitor shall review for compliance with these Provisions every contract to which a contract measure has been applied. If the Compliance Monitor has concerns regarding compliance with these Provisions, the Bidder shall upon at least three (3) days notice meet with the Compliance Monitor. The purpose of this investigatory meeting shall be for the Compliance Monitor to consider whether to recommend the Bidder's bid be determined to be in compliance or non-compliance with the requirements of these Provisions. The Compliance Monitor may consider relevant information from any person in making this decision. At the investigatory meeting the Bidder shall have an opportunity to present information and arguments pertinent to his compliance with the applicable requirements. The Compliance Monitor may require the Bidder to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further

information from whatever sources the Compliance Monitor deems appropriate.

- b. No later than fifteen (15) business days after this investigatory meeting with the Bidder, the Compliance Monitor shall make a written recommendation to the Contracting Officer which shall include a statement of the facts and reasons upon which it is based. This recommendation shall also be forwarded to the Bidder.
2. Determination by MDC. Following receipt of a recommendation of non-compliance from the Compliance Monitor, the Contracting Officer shall notify the Bidder of an informal hearing regarding the bidder's compliance with these Provisions. Such notice shall indicate the date, time and place at which the Bidder will have an opportunity to present pertinent arguments and information to the Contracting Officer relating to the recommendation of non-compliance by the Compliance Monitor. The Bidder shall supply such further relevant information as required by the Contracting Officer.
3. The Contracting Officer in conjunction with the Compliance Monitor may also conduct informal hearings, to which the Bidder shall be invited, in which other parties invited by the Contracting Officer may offer information relevant to the issue of the Bidder's non-compliance.
4. The Contracting Officer shall in writing determine whether the bid of such Bidder complies with the requirements of these Provisions and whether to recommend to the County Manager that the Contract be awarded to the Bidder. A copy of such recommendation shall be sent to the Bidder. Such recommendation shall not affect the power of the Board of County Commissioners to reject the Bidder's bid for any other reason or to take such action on the recommendation of the Contracting Officer as the Board deems appropriate.
5. Consideration of Other Bids. If the Contracting Officer or Compliance Monitor deems it advisable in the interest of expediting the award of the contract, the procedures set forth in this subsection may be carried out with respect to the bids of one or more additional Bidders at the same or different time with each such proceeding to be separately conducted.
6. Failure of Bidder to Participate. The Bidder will be bound by the proceedings under this subsection to which they have been given required notice without regard to their participation or lack of participation. A lack of participation upon receiving notices and requests pursuant to these Provisions shall not be grounds for reconsideration of any action in the proceedings.
7. MDC shall not award this contract to any Bidder which it determines fails to comply with the applicable requirements of these Provisions. Nothing herein shall relieve

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any Bidder from any of the terms, conditions or requirements of the contract or modify MDC's rights as reserved in the Contract document.

F. PROMPT PAYMENT

1. It is the County's intent that BBEs and/or HBEs and/or WBEs providing goods or services to the County shall receive payments promptly in order to maintain sufficient cash flow.
2. The successful bidder on a contract with goals shall promptly review billings from BBEs, and/or HBEs, and/or WBEs, as appropriate, listed on the Schedule of Participation. On those amounts not in dispute, the successful bidder must make payment within thirty (30) days of its receipt of billing.

G. POST-AWARD COMPLIANCE AND MONITORING

1. Approval of Subcontracts. The Successful Bidder shall submit to the Contract Officer, for approval, subcontracts corresponding in all respects to the proposed agreements listed on the Successful Bidder's Schedule of Participation or Set-Aside List of Subcontractors, unless a deviation is approved under paragraph G.4. below. The Successful bidder shall enter into each subcontract and shall thereafter neither terminate any such subcontract nor reduce the scope of the work to be performed by or decrease the price to be paid to the BBEs, and/or HBEs, and/or WBEs, as appropriate, thereunder without in each instance the prior written approval of the Compliance Monitor. The Contracting Officer shall not give a final written determination without a recommendation from the Compliance Monitor.
2. Access to Records. Successful bidders and BBEs, and/or HBEs, and/or WBEs, as appropriate, shall permit the County to have access during normal business hours to books and records relating to the bidder's compliance with the contract measures applied to the contract or relating to BBE, and/or HBE, and/or WBE, as appropriate, compliance with certification requirements. Such books and records include but are limited to corporate documents, charters, organizational filings, tax filings, registrations, licenses, stock registrations, partnership agreements, contracts, subcontracts, joint venture agreements, checking accounts, journals, ledgers, correspondence, and documents and records between the bidder or the BBE, and/or HBE, and/or WBE, as appropriate, and other entities. This right of access shall be granted for one year after completion of the work or full payment of contract obligations, whichever comes last, or for one year after the expiration of BBE, and/or HBE, and/or WBE, as appropriate, certification.
3. Monthly Reporting. The successful bidder on a project with a contract measure shall submit monthly a Utilization Report (Form No. M-200) to the Contracting Officer on or before the tenth working day following the end of the month the report covers. A standard reporting form is included in these Provisions. Additional forms may be obtained from the Compliance Monitor. Failure to comply with the reporting

requirements may result in the imposition of either or both contractual sanctions or administrative penalties by the County at its option.

4. Deviations from the Schedule of Participation or Set-Aside List of Subcontractors.

- a. In the event that during the performance of a contract a BBE, and/or HBE, and/or WBE, as appropriate, is not able to provide the goods or services specified on the Schedule of Participation, the successful bidder must locate a BBE, and/or HBE, and/or WBE, as appropriate, to substitute for the unavailable BBE, and/or HBE, and/or WBE, as appropriate, unless the bidder can prove lack of an available BBE, and/or HBE, and/or WBE, as appropriate, to provide the goods or services to be provided by the prior BBE, and/or HBE, and/or WBE, as appropriate. The successful bidder must receive approval from the Contracting Officer, revise the Schedule of Participation to include the substitute BBE, and/or HBE, and/or WBE, as appropriate, and obtain a Letter of Intent from the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement to the Compliance Monitor and Contracting Officer that includes a list of the names, addresses, and telephone numbers of all BBEs, and/or HBEs, and/or WBEs, as appropriate, contacted, and the date of the contact for each BBE, and/or HBE, and/or WBE, as appropriate.
- b. The Compliance Monitor shall be responsible for monitoring the performance of the successful bidder regarding compliance with contract measures applied to the contract. The Compliance Monitor may, at his or her discretion, investigate deviations in the utilization of BBEs, and/or HBEs, and/or WBEs, as appropriate, from that described on the Schedule of Participation or Set-Aside List of Subcontractors and make recommendations regarding compliance to the Contracting Officer. The Contracting Officer shall not make a final determination without a recommendation regarding compliance from the Compliance Monitor. Deviations from the goal stated in the contract that shall be monitored include but are not limited to:
 - i. Termination of a BBE, and/or HBE, and/or WBE, as appropriate, subcontract;
 - ii. Reduction in the scope of work to be performed by a BBE, and/or HBE, and/or WBE, as appropriate;
 - iii. Modifications to the terms of payment or price to be paid to BBEs, and/or HBEs, and/or WBEs, as appropriate;
 - iv. Failure to enter into a contract with BBEs, and/or HBEs, and/or WBEs, as appropriate.

- c. **Excuse from Entering Subcontracts.** If prior to execution of a subcontract required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer demonstrating to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of the award of the Contract, a BBE, and/or HBE, and/or WBE, as appropriate, who is to enter into such subcontract has unreasonably refused to execute the subcontract, or is not available, the Successful Bidder shall be excused from executing such subcontract. The procedures of paragraphs G.4.f. and g. below apply to this paragraph.
- d. **Termination of Subcontracts.** If, after execution of a subcontract, required by these Provisions, the Successful Bidder submits a written request to the Contracting Officer and demonstrates to the satisfaction of the Contracting Officer that, as a result of a change in circumstances beyond his control of which he was not aware and could not reasonably have been aware until subsequent to the date of execution of such subcontract, a BBE, and/or HBE, and/or WBE, as appropriate, who entered into such subcontract has committed a material breach of the subcontract, the successful Bidder shall be entitled to exercise such rights as may be available to him to terminate the subcontract. The procedures of paragraphs f. and g. below apply to this paragraph.
- e. **MDC's Determination of Bidder's Excuse or Termination.** If the Successful Bidder at any time submits a written request to the Contracting Officer under the prior two paragraphs the Contracting Officer, as soon as practicable, shall determine whether the Successful Bidder had made the requisite demonstration, and shall not determine that such a demonstration has not been made without first providing the Successful Bidder, upon notice, an opportunity to present pertinent information and arguments. The procedures of paragraphs f. and g. below apply to this paragraph.
- f. **Alternative Subcontracts.** If the Successful Bidder is excused from entering into a subcontract or rightfully terminates a subcontract under these Provisions and without such subcontract the Successful Bidder will not achieve the level of BBE, and/or HBE, and/or WBE, as appropriate, participation upon which the contract was awarded, the Successful Bidder shall make every reasonable effort to propose and enter into an alternative subcontract or subcontracts for the same work to be performed by another available BBE, and/or HBE, and/or WBE, as appropriate, for a subcontract price or prices totaling not less than the subcontract price under the excused or terminated subcontract, less all amounts previously paid thereunder. The Bidder must submit a revised Schedule of Participation or Set-Aside List of Subcontractors and Letter of Intent to include the substitute BBE, and/or HBE, and/or WBE, as appropriate. A successful bidder that cannot secure a substitute BBE, and/or HBE, and/or WBE, as appropriate, must provide a written statement of the Compliance Monitor and

Contracting Officer that includes a list of the names, addresses, telephone numbers, and the date of contact for each BBE, and/or HBE, and/or WBE, as appropriate. The procedures of paragraphs g. and h. below apply to this paragraph.

- g. The Compliance Monitor shall promptly meet with the Successful Bidder and provide him with an opportunity to demonstrate compliance with these requirements. The Compliance Monitor shall, within a reasonable time, recommend to the Contracting Officer whether the Successful Bidder should be determined to be in compliance with these requirements. The Compliance Monitor may require the Successful Bidder to produce such information as the Compliance Monitor deems appropriate and may obtain whatever other and further information from whatever sources the Compliance Monitor deems appropriate. The Compliance Monitor shall make his recommendation under this paragraph to the Contracting Officer and forward a copy to the Bidder.
- h. The Contracting Officer will consider objections to the Compliance Monitor's recommendation only if such written objections are received by the Contracting Officer within five calendar days from the Successful Bidder's receipt of the Compliance Monitor's recommendation. The Contracting Officer with or without a hearing, at his or her discretion may reply to the Successful Bidder's written objection within 10 days of receipt of these objections. The Contracting Officer's determination upon consideration of the Successful Bidder's written objection shall be final and binding without right of appeal.

H. SANCTIONS FOR CONTRACTUAL VIOLATIONS

If at any time, the Successful Bidder is in violation of his obligations under these Provisions, MDC notwithstanding any other penalties and sanctions provided by law may impose one or more of the following:

- 1. The suspension of any payment or part thereof until such time as the issues concerning compliance are resolved;
- 2. Work stoppage;
- 3. Termination, suspension, or cancellation of the contract in whole or part.

I. DEBARMENT

The County may debar a BBE, and/or HBE, and/or WBE, as appropriate, or a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, for violation of, or non-compliance with, the provisions of Ordinances 94-96, and/or 94-95, and/or 94-94, Administrative Order 3-3, 3-17, 3-18 or these bid documents.

- 1. Violations that may result in debarment include but are not limited to:

- a. Falsifying or wrongfully withholding information in the certification, bidding or reporting processes for BBEs, and/or HBEs, and/or WBEs, as appropriate.
- b. Failing to perform a commercially useful function, or subcontracting to a BBE, and/or HBE, and/or WBE, as appropriate, by a non-BBE, and/or non-HBE, and/or non-WBE, as appropriate, that knew or should have known the BBE, and/or HBE, and/or WBE, as appropriate, could not perform a commercially useful function. When determining whether the BBE, and/or HBE, and/or WBE, as appropriate, performs a commercially useful function, DBD shall consider factors such as but not limited to:
 - i. Whether actual work is performed by the BBE, and/or HBE, and/or WBE, as appropriate. Actual work includes drop shipping when the BBE, and/or HBE, and/or WBE, as appropriate, has actual and legal responsibility for billing and performance of the contract. Brokering is considered to be actual work when it is consistent with normal industry practice.
 - ii. Whether further subcontracting by the BBE, and/or HBE, and/or WBE, as appropriate, is consistent with normal industry practice;
 - iii. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor is a prime contractor.
 - iv. Whether the BBE, and/or HBE, and/or WBE, as appropriate, subcontractor has entered into bonding agreements that shift to another the expenses, risks, or responsibilities of the work for the purpose of meeting bonding requirements.
2. Debarment procedures shall comply with Section 10-38 of the Code of Miami-Dade County.

J. APPENDICES

1. Forms

a.	Schedule of Participation	DBD 101
b.	Letter of Intent	DBD 102
c.	Certificate of Unavailability	DBD 103
d.	Set-Aside List of Subcontractors	DBD 104
e.	Bid Preference	DBD 105
f.	Significant Utilization	DBD 106
g.	Monthly Utilization Report	M-200

2. Project Worksheet

3. Certification List

ATTACHMENT A

ITEMS

DESCRIPTION

LEATHER ACCESSORIES

HOLSTERS BLACK HIGH GLOSS PROVAIR.

UNIFORM BELT FULLY LINED SAN BROWNE BELT, CHROME, 2-1/4" WIDE, WITH BRASS OR CHROME BUCKLES, BLACK MIXON LEATHERCRAFT #742.

DOUBLE CARTRIDGE CASE FINISH MEDIUM, BRASS OR CHROME. HARD ACTION SSNPAR 2-1/4" BELT BLACK MIXSON LEATHERCRAFT MODEL CD-2

HANDCUFF CASE BLACK TIARA FINISH WITH TOP GRAIN COWHIDE. BRASS OR CHROME FOR 2-1/4" BELT, BLACK, MIXON LEATHERCRAFT #HC-1.

BELT KEEPER: SAM BROWN FOR 2-1/4" BELT. TIARA FINISH WITH TOP GRAIN COWHIDE. TWO DOUBLE SNAPS BRASS OR CHROME BUTTONS BLACK MIXON LEATHERCRAFT #K-2, OR APPROVED EQUAL"

SAM BROWNE KEY STRAP FOR 2-1/4" BELT DOUBLE SNAP TIARA FINISH WITH THE RING FOR WHISTLE BRASS OF CHROME, MIXSON LEATHERCRAFT #K-2

SHOULDER STRAP, TIARA BLACK. PATINA BACKED WITH TOP GRAIN COWHIDE MIXSON LEATHERCRAFT #77.

D-RING KEEPER MIXON LEATHERCRAFT DK-2, BLACK TIARA

UNIFORM BELT FULLY LINED BELT, TIARA FINISH WITH TOP GRAIN COWHIDE, 2-1/4" WIDE, BRASS OR CHROME BUCKLES, BLACK MIXSON LEATHERCRAFT #72

HOLSTER HI-GLOSS 4" BARREL "K" FRAME RIGHT HAND, MIXSON LEATHERCRAFT 409/408

HOLSTER, HI-GLOSS, 4" BARREL "K" FRAME LEFT HAND MIXSON LEATHERCRAFT 409/408

P.R. 24 BARON HOLDER BLACK, 2-1/4" BELT TIARA FINISH BRASS/CRONE SNAPS. MIXSON STYLE #KS-24

SWIVEL HOLSTER 2-1/4" WIDE BELT BLACK TIARA BRASS/CHROME SNAPS MIXSON STYLE #59

SWIVEL HOLSTER, 9MM SEMI AUTOMATIC PISTOL 2-1/4" BELT BLACK PORVAIR BRASS/CHROME SNAPS STYLE#54

UNIFORM BELT BLACK BASKET WEAVE

HOLSTER BLACK BASKET WEAVE RIGHT WEAVE, RIGHT HAND MIXSON #408

HOLSTER, BLACK BASKET WEAVE, RIGHT WEAVE, LEFT HAND MIXSON #409

COTTON WEB BELTS USMC STYLE 1005 COTTON 1.25 WIDE BRASS TIP

BRASS WEB BELT BUCKLE BRASS 1-3/8THICK BY 1-5/16
HANDCUFF CASE BLACK BASKET WEAVE MIXSON #HC1BW
BELT KEEPER BLACK BASKET WEAVE MIXSON #K4BW
SPEED LOADER BLACK 2-1/4"BELT BASKET WEAVE MIXSON #SL2BW
BELT KEEPER BLACK BASKET WEAVE 2-1/4" BELT MIXSON #K2BW
KEY KEEPER BLACK BASKET WEAVE 2-1/4" BELT MIXSON #KS21BW
KEY KEEPER BLACK BASKET WEAVE 2-1/4" BELT MIXSON #KS3-BW

ACCESSORIES

DEPARTMENTAL BADGES: GOLD, RHODIUM
NAME PLATE RHODIUM PLATE WITH CLUTCH BACK FASTENERS BLACK ENAMEL
LETTERING
NYLON DOUBLE SPEED LOADER CASE WITH SNAPS SAFARILAND #4135-3-2BL
DOUBLE MAGAZINE CASE WITH INSERTS SAFARILAND # 4110
NYLON EXPANDABLE BATON CASE SAFARILAND # 4260
NYLON KEY HOLDER WITH PANTS PROTECTORS SAFARILAND # 4236-2BL
ECONOMY GLOVE CASE SAFARILAND #4612
DOUBLE GLOVE CASE SAFARILAND #4620
BEEPER CASE SAFARILAND #4275
NYLON PADDLE HOLSTER SAFARILAND # 4071-72-21
NYLON SINGLE MAGHOLDER SAFARILAND # 4104-18-2V
HOLSTER TOP GUN LEVEL RETENTION NYLON FINISH NEED AN INSERTABLE
ADAPTOR TO ENABLE HOLD STEER TO FIT ISSUE BELT.
OPEN FACE BELT BUCKLE HAMILTON BRASS 1-5/8 BY 1-15/16 LONG
LAPEL PINS GOLD W/LOGO
ELASTIC BLOUSING GARTERS SET OF 2 GREEN
FEMALE DRILL INSTRUCTOR HATS, CAMOUFLAGE SAME AS BDU
MILITARY CARTRIDGE BELT WITH EYELETS OF GREEN 2-1/4" WIDE
CAMOUFLAGE WOODLAND UTILITY CAP TYPE
NYLON LOOK HOLSTER TRIPLE RETENTION

CARTRIDGE BELT BUCKLE SOLID BRASS

NYLON HOLSTER TRIPLE RETENTIONS

CARTRIDGE BELT BUCKLE SOLD BRASS 2-2/8" WIDE

CARTRIDGE BELT BUCKLES NICKEL/SILVER

BELT CLIPS SOLID BRASS

BELT CLIPS NICKLE/SILVER

BRASS WEB BELT BUCKLE WITH TIP SOLID BRASS

OPEN FACE BELT BUCKLE HAMILTON BRASS 1-5/8 BY 1-15/16 LONG

UNIFORM BELT FULLY LINED FEMME BELT, TIARA FINISH WITH TOP GRAIN COWHIDE, 2-1/4" WIDE, BRASS OR CHROME BUCKLES, BLACK MIXSON LEATHERCRAFT #72

COTTON WED BELTS OMB POLICE SUPPLY KHAKI 1-1/4" WIDE

BRASS WEB BELT BUCKLE WITH TIP SOLD BRASS OMB

OPEN FACE BELT BUCKLE WITH TIP OMB

SHOES

BOOT ACADIA #69210

HI TECH ALL WEATHER BOOTS MODEL #1142

HI TEC SUPER MAGNUM II BOOTS #1174

HI-TEC ELITE FORCE II TACTICAL BOOTS#1164

WOMEN TENNIS SHOES LOW QUARTER NO LACE COLOR BLACK OR BLUE

MALE UNIFORM SHOES ROCKPOSRT STYLE #M7108

FEMALE UNIFORM SHOE ROCKPORT STYLE #W7108

BATES BLACK DURASHOCK #9020 SMOOTH LEATHER CHUKKA BOOT WITH PADDED COLLAR

BATES BLACK DURASHOCK #9010 SOFT GRAIN LEATHER ATHLETIC OXFORD

BATES BLACK DURASHOCK #752 FULL GRAIN LEATHER OXFORD

MEN'S UNIFORM SHOES WEINBRENNER STYLE #831-6803

FEMALE UNIFORM SHOES WEINBRENNER STYLE #531-6303

FEMALE SHOES WEINBRENNER #531-6103

THOROGOOD BLACK MALE SHOES WEINBRENNER #834-6333

THOROGOOD COMMANDO BOOT BLACK MEN'S WEINBRENNER #834-6087

THOROGOOD BLACK MALE HI-TOPS WEINBRENNER #834-6444

MEN'S BLACK OXFORD LEATHER WEINBRENNERS #834-6700

MEN'S BLACK HI-TOP LEATHER THOROGRIP WEINBRENNER #834-6600

ATHLETIC SHOES BLACK LOW TOP WOMEN'S WEINBRENNER #534-6300

ATHLETIC SHOES BLACK LOW TOP WOMEN'S WEINBRENNER #534-6333

ATHLETIC WORK BLACK HI-TOP WEINBRENNER #534-6200

ATHLETIC WORK BLACK HI-TOP WEINBRENNER #534-6555

DRESS SHOES BLACK OXFORD MEN'S WEINBRENNER #831-6321

DRESS SHOES BLACK OXFORD MEN'S WEINBRENNER #831-6027

SMOOTH LEATHER CHUKKA BOOT BLACK BATES, DURA SHOCK #9020

SOFT GRAIN LEATHER ATHLETIC OXFORD BLACK BATES DURA SHOCK #9010

FULL GRAIN LEATHER OXFORD BLACK BATES DURA SHOCK #752

UNIFORM BOOT BLACK 8" CANVAS LEATHER MEN'S WEINBRENNER #834-6431

UNIFORM BOOT BLACK 8" CANVAS LEATHER MEN'S WEINBRENNER #804-6122

BATES #44 MEN'S PARATROOPER BOOT 10" WELT CONSTRUCTION, BLACK GRAIN GARMENT LEATHER UPPER WITH EASY TO SHINE LEATHER TIP AND FOXING

BATES #14 MEN'S PARATROOPER BOOT, BLACK HI GLOSS UPPERS 10" WELT CONSTRUCTION

BATES ENFORCER SERIES TACTICAL BOOTS #2170

BATES ENFORCER SERIES TACTICAL BOOTS #2175

BATES ENFORCER SERIES TACTICAL BOOTS #2130

MEN'S LOW CUT LSR ATHLETIC BLACK LEHIGH #7324

MEN'S HI-TOP LSR ATHLETIC BLACK LEHIGH #7326

WOMEN'S LOW CUT LSR ATHLETIC BLACK LEHIGH #7364

WOMEN'S HI-TOP LSR ATHLETIC BLACK LEHIGH #7366

WOMEN'S COMPOSIT TOE LOW CUT ATHLETIC BLACK LEHIGH #559

JODHPUR OUTS C. CLARK STYLE #21080

PUTTEES C. CLARK STYLE #22320R

MOTORCYCLE BOOTS C. CLARK STYLE #C-2550

BOOTS PARATROOPER JUMP STYLE LACE FRONT CAROLINA #955
JUNGLE BOOTS TROPICAL CANVAS AND MEATHER MILDEW RESISTANT
BOAT SHOES MARINER BRAND
FEMALE UNIFORMS SHOE HIGH GLOSS BLACK BATES #742
MALE UNIFORM SHOE HIGH GLOSS BLACK BATES #942
HI-TEC MAGNUM BOOT BLACK #1200
TENNIS SHOES MEN'S' LOW QUARTER LACE UP BLUE STYLE #M204
ENNIS SHOES MEN'S SLIP ON NO LACES LOW QUARTER BLUE STYLE # S0304

UTILITY UNIFORM

UNIFORM BLACK COAT
BATTLE DRESS PANT 100% RIP STOP CAMOUFLAGE PATTERN
MEN'S PERMANENT PRESS SHORT
SHORT SLEEVE BLOUSE (FEMALE)
SHORT SLEEVE POLICE ZIIPER STYLE BLOUSE FEMALE WHITE MARTIN'S #22480
LONG SLEEVE POLICE ZIPPER STYLE BLOUSE (FEMALE)
SHORT SLEEVE POLICE ZIIPER STYLE SHIRT (MALE) MARTIN #22490
LONG SLEEVE POLICE ZIPPER STYLE SHIRT (MALE) WHITE
MEN'S MARTINIQUE BLAZER SPRUCE GREEN REAFORD #573 100% POLYESTER
LADIES MARTINIQUE BLAZER SPRUCE GREEN RAEFORD #573 100% POLYESTER
LADIES MARTINIQUE SKIRT SPRUCE GREEN RAEFORD #573 100% POLYESTER
UNIFORMS GABARDINE TROUSERS MARTIN'S #21283 EXCEPT 7/8" GOLD STRIPE
UNIFORM GABARDINE TROUSERS MARTINS # 21283 EXCEPT 7/8" RED STRIPE
LADIES GABARDINE TROUSERS WITH 1/2" GRAY STRIPE STRIP MARTIN #14143
DIAMOND GABARDINE TROUSERS SPRUCE GREEN 80% POLYESTER, 20% WOOL
RAEFORD #3930 WITH 7/8" GRAY STRIPE MARTINS #14823
LADIES SLACKS SPRUCE GREEN 80% POLYESTER 20% WOOL RAEFOR #3930 WITH 1/2"
GRAY STRIPE MARTINS # 14838
LADIES SLACKS WITH ELASTIC BACK 100% POLYESTER SPRUCE GREEN MARTINS
#14133
LADIES SLACKS WITH ELASTIC BLACK 80% POLYESTER 20% WOOL SPRUCE GREEN
MARTINS #14843

TIES WITH CLIP S. BROOME #900

JACKETS 100% NYLON MARTIN #24713

DRESS BELT BLACK LEATHER HIGH GLOSS FINISH MIXON #257 MART #26030

SNAP BELT BLACK LEATHER BASKET WEAVE COWHIDE FINISH MARTINS #32002
W/SNAPS

RANGER BELT BLACK BASKET WEAVE MARTIN #26762

JACKET SPRUCE GREEN DACRON/WOOL #14873

TROUSERS, MEN'S, SPRUCE GREEN DACRON/WOOL #14813

SLACKS LADIES SPRUCE GREEN DACRON/WOOL #14813

SKIRT LADIES SPRUCE GREEN DACRON/WOOL #14853

SHIRT WHITE SHORT SLEEVE MALE #22920

FOUR-IN-HAND TIE #26893

SHOW BOW TIE, FEMALE #27393

UNIFORM GABARDINE TROUSERS SPRUCE GREEN WITH 7/8" GRAY STRIPE MARTIN
314183

UNIFORM GABARDINE TROUSERS MARTINS # 21283 EXCEPT 7/8" WHITE STRIPE

SHIRTS

MEN'S; PERMANENT PRESS LONG SLEEVE MART # 23350

MALE L/S DAC/WOOL SPRUCE SHIRT

MENS' SHIRT SHORT SLEEVE, 65%/35% POLYESTER/COTTON GREEN

MEN'S SHIRT LONG SLEEVE 4.25 OUNCES 65%/35% POLYESTER/COTTON SOFT GREEN

SHIRT SHORT SLEEVE WOMEN TAILORED GREENSTONE, SKY BLUE, WHITE

POLO SHIRT WITH POCKET OUTERBANKS #5060 EMBROIDERED ON LEFT BREAST

POLO SHIRT NO POCKET OUTERBANKS #5011 EMBROIDERED LOGO ON LEFT BREAST

POLO SHIRT, LADIES SEVEN BUTTONS FRONT OUTERBANKS #5021

POLO SHIRT NO POCKET OUTERBANKS #5011 EMBROIDERED LOGO ON LEFT BREAST
EXCEPT COMMITTEE MEMBER UNDER BADGE AND ABOVE LETTERING

POLO SHIRT WITH POCKET OUTERBANKS #5060 EMBROIDERED ON LEFT BREAST

POLO SHIRTS WHITE OUTERBANKS #2101 WITH POCKETS EMBROIDERED LOGO AND
LETTERING ON LEFT BREAST, SILK SCREENING ON BACK

POLO SHIRT PUTTY OUTERBANKS #2100 NO POCKET EMBROIDERED LOGO AND LETTERING ON LEFT BREAST SILK SCREENED ON BACK

POLO SHIRTS WHITE OUTERBANKS #2100 NO POCKETS EMBROIDERED LOGO AND LETTERING ON LEFT BREAST

POLO SHIRT BLACK OUTERBANKS #2100 NO POCKET EMBROIDERED LOGO LETTERING ON LEFT BREAST SLID SCREENED ON BACK

HANES BEEFY STYLE #5190 50/50 COTTON/POLYESTER WHITE NO POCKET

T-SHIRT 50/50 COTTON/POLYESTER WHITE ADULT NO POCKET

PANTS

BATTLE DRESS UNIFORM (BDU) PANTS/TROUSERS

TROUSERS RIP-TOP FOR BATTLE DRESS UNIFORM NYLON/COTTON BLEND. FADE AND SHRINK RESISTANT 6 POCKETS REINFORCED KNEES, DOUBLE SEAT, ADJUSTABLE WAIST TABS AND DRAW TING ANKLE.

MEN'S MARTINIQUE SLACKS SPRUCE GREEN RAEFORD #573 100% POLYESTER

MEN'S LIGHTWEIGHT STRECH GABARDINE TROUSERS SPRUCE GREEN

MEN'S LIGHTWEIGHT STRECH GABARDINE TROUSERS NAVY, BLACK,

LADIES LIGHTWEIGHT WOVEN POLYESTER GABARDINE SLACKS COLOR SPRUCE GREEN

LADIES LIGHTWEIGHT DURAKNIT SLACKS NAVY, BLACK

POPLIN PUBLIC SAFETY SHIRT SHORT SLEEVES LIGHT BLUE, WHITE

POPLIN PUBLIC SAFETY SHIRT LONG SLEEVES LIGHT BLUE, WHITE

BLOUSES

BATTLE DRESS UNIFORM BLOUSE/SHIRT LONG SLEEVES

BATTLE DRESS SHIRT LONG SLEEVE, 100% RIP STOP CAMOUFLAGE PATTERN

BLOUSES BATTLE DRESS UNIFORM NYLON/COTTON BLEND FADE AND SHRINK RESISTANT 4 POCKETS REINFORCED ELBOWS AND ADJUSTABLE WRIST FLAPS

LONG SLEEVE BLOUSE (FEMALE) WHITE MARTIN'S#23310

SHIRT, WHITE, FEMALE #22960

OTHER
MISCELLANEOUS

STRAP HAT COLOR SPRUCE GREEN

CAP COVER FOR FRAME #134MF 8 POINT MIDWAY CAP

UNIFORM CAP WITH MIDWAY 5 STRAPS ROUND COVER W/NYLON ADJUSTABLE CAP
FRAME

FLEET LAWMEN HAT SPRUCE GREEN

UNIFORM RAIN HAT COVER CLEAR PLASTIC
OD FELT CAMPAIGN HAT DRAB GREEN

HANES BREEF

LEG IRON SMITH & WESSON MODEL #35021

HANDCUFFS SMITH & WESSON MODEL #103

HANDCUFFS SMITH & WESSON MODEL #100

WAISTCHAIN SMITH & WESSON BELLYCHAIN

LEG RESTRAINTS STYLE # H100 HOBBLE 50" LONG BY 1" WIDE COLOR BLACK FROM
RIPP RESTRAINTS INC.

MEN'S WORK GLOVE GUN CUT, GRAY LARGE X-LARGE WESTCHESTER #800SC

NEOPRENE GLOVES BEST #6797R ELBOW LENGTH 18" LONG

NEOPRENE GLOVES BEST #5122 EDMOND #9-908, PLASCO #253 M WRIST LENGTH

NEOPRENE AND RUBBER BLEND GLOVES FLOCK LINED EDMONT #276

NEOPRENE KNIT WRIST GLOVE JERSEY LINED NON SLIP BEST #5122

RUBBER GLOVES ELBOW LENGTH 18" PLASCO 166RG

RUBBER GLOVES GENERAL USE MEMPHIS #5290 PLASCO 215M

COTTON GLOVES JERSEY TYPE KNIT WRIST SIZE LARGE PLASCO #CL49920

WOMEN LIGHT WORK GLOVES PLASCO #7760PL

VINYL COATED COTTON GLOVES PALM & FINGER STYLE #766NFW

DRIVERS GLOVES UNLINED INDUSTRIAL TYPE

WORK GLOVE GENERAL PURPOSE LARGE BEST #2700

WELDERS GLOVES LEATHER ELBOW LENGTH WESTCHESTER #930

FLUORESCENT GLOVES LARGE

NEOPRENE GLOVES 13" 26 ML

NITRIDE GLOVES 8ML LIGHT POWERED

DOUBLE LEATHER PALM GLOVE MEN'S #1311

STRAPER GLOVE WOMEN'S #2790-10

HEAT GLOVE 23" FLEECE LINED PLASCO #278M

GLOVES LATEX DISPOSABLE 7ML

GLOVES LATEX DISPOSABLE 6ML

GLOVES SOLID BLACK 14" SIZE 8-12 TEST VOLTAGE 20 K.V. NORTH E214B
RUBBER INSULATING GLOVES, 20K.V. SIZE 10 & 12 NORTH LP55

LEATHER PROTECTOR 12" SIZE 9-11 NORTH LP35

SUMMER LINERS LARGE NORTH 89/1402

GLOVES WELLS LAMONT #1130 MEDIUM

GLOVES WELLS LAMONT #1130 LARGE

CANVAS COTTON GLOVES 8OZ. LARGE KNIT WRIST WELLS LAMONT Y65021

CHEMICAL RESISTANT GLOVE 11" 10ML SIZE 8-11 NORTH F101

CHEMICAL RESISTANT GLOVE 14" 30ML GRIP-SAFE SIZE M-L-XL NORTH B324R

CHEMICAL RESISTANT GLOVES NORTH SILVER SHIELD 15-1/4"

CHEMICAL RESISTANT GLOVES NORTH STYLE B174 14" 17ML

CHEMICAL RESISTANT GLOVES NORTH STYLE F124 14" 12ML SIZE 9,10,11

LEATHER ACCESSORIES

HOLSTERS BLACK HIGH GLOSS PROVAIR

UNIFORM BET FULLY LINED SAN BROWNE BELT, PATINA BACK WITH TOP GRAIN CHROME, 2-1/4" WIDE, WITH BRASS OR CHROME BUCKLES, BLACK MIXON LEATHERCRAFT #742 OR "APPROVED EQUAL"

DOUBLE CARTRIDGE CASE: PLAIN TIARA FINISH MEDIUM, BRASS OR CHROME. HARD ACTION SSNPAR 2-1/4" BELT BLACK MIXSON LEATHERCRAFT MODEL CD-2 HANDCUFF CASE BACK TIARA FINISH WITH TOP GRAIN COWHIDE. BRASS OF CHROME FOR 2-1/4" BELT, BLACK, MIXON LEATHERCRAFT #HC-1 OR "APPROVED EQUAL"

BELT KEEPER: SAM BROWN FOR 2-1/4" BELT. TIARA FINISH WITH TOP GRAIN COWHIDE. TOW DOUBLE SNAPS BRASS OR CHROME BUTTONS BLACK MIXON LEATHERCRAFT #K-2, OR APPROVED EQUAL"

SAM BROWNE KEY STRAP FOR 2-1/4" BELT DOUBLE SNAP TIARA FINISH WITH THE RING FOR WHISTLE BRASS OF CHROME, MIXSON LEATHERCRAFT #K-2 OR "APPROVED Equal"

SHOULDER STRAP, TIARA BLACK. PATINA BACKED WITH TOP GRAIN COWHIDE MIXSON LEATHERCRAFT #77 OR "APPROVED EQUAL"

D-RING KEEPER MIXON LEATHERCRAFT DK-2, BLACK TIARA

UNIFORM BELT FULLY LINED FEMME BELT, TIARA FINISH WITH TOP GRAIN COWHIDE, 2-1/4" WIDE, BRASS OR CHROME BUCKLES, BLACK MIXON LEATHERCRAFT #72

HOLSTER HI-GLOSS 4" BARREL "K" FRAME RIGHT HAND, MIXSON LEATHERCRAFT 409/408

HOLSTER, HI-GLOSS, 4" BARREL "K" FRAME LEFT HAND MIXSON LEATHERCRAFT 409/408

P.R. 24 BARON HOLDER BLACK, 2-1/4" BELT TIARA FINISH BRASS/CRONE SNAPS. MIXSON STYLE #KS-24

SWIVEL HOLSTER 2-1/4" WIDE BELT BLACK TIARA BRASS/CHROME SNAPS MIXSON STYLE #59

SWIVEL HOLSTER, 9MM SEMI AUTOMATIC PISTOL 2-1/4" BELT BLACK PORVAIR BRASS/CHROME SNAPS STYLE#54

UNIFORM BELT BLACK BASKET WEAVE

HOLSTER BLACK BASKET WEAVE RIGHT WEAVE, RIGHT HAND MIXSON #408

HOLSTER, BLACK BASKET WEAVE, RIGHT WEAVE, LEFT HAND MIXSON #409

COTTON WEB BELTS USMC STYLE 1005 COTTON 1.25 WIDE BRASS TIP

BRASS WEB BELT BUCKLE BRASS 1-3/8THICK BY 1-5/16

HANDCUFF CASE BLACK BASKET WEAVE MIXSON #HC1BW

BELT KEEPER BLACK BASKET WEAVE MIXSON #K4BW

SPEED LOADER BLACK 2-1/4" BELT BASKET WEAVE MIXSON #SL2BW

BELT KEEPER BLACK BASKET WEAVE 2-1/4" BELT MIXSON #K2BW

KEY KEEPER BLACK BASKET WEAVE 2-1/4" BELT MIXSON #KS21BW

KEY KEEPER BLACK BASKET WEAVE 2-1/4" BELT MIXSON #KS3-BW

ACCESSORIES

DEPARTMENTAL BADGES: GOLD, RHODIUM
NAME PLATE RHODIUM PLATE WITH CLUTCH BACK FASTENERS BLACK ENAMEL LETTERING
NYLON DOUBLE SPEED LOADER CASE WITH SNAPS SAFARILAND #4135-3-2BL
DOUBLE MAGAZINE CASE WITH INSERTS SAFARILAND # 4110
NYLON EXPANDABLE BATON CASE SAFARILAND # 4260
NYLON KEY HOLDER WITH PANTS PROTECTORS SAFARILAND # 4236-2BL
ECONOMY GLOVE CASE SAFARILAND #4612
DOUBLE GLOVE CASE SAFARILAND #4620
BEEPER CASE SAFARILAND #4275
NYLON PADDLE HOLSTER SAFARILAND # 4071-72-21
NYLON SINGLE MAGHOLDER SAFARILAND # 4104-18-2V
HOLSTER TOP GUN LEVEL RETENTION NYLON FINISH NEED A INSERTABLE ADAPTOR TO ENABLE HOLD=STEER TO FIT ISSUE BELT
OPEN FACE BELT BUCKLE HAMILTON BRASS 1-5/8 BY 1-15/16 LONG
LAPEL PINS GOLD W/LOGO
ELASTIC BLOUSING GARTERS, SET OF 2 GREEN
FEMALE DRILL INSTRUCTOR HATS, CAMOUFLAGE SAME AS BDU
MILITARY CARTRIDGE BELT WITH EYELETS OF GREEN 2-1/4" WIDE
CAMOUFLAGE WOODLAND UTILITY CAP TYPE
NYLON LOOK HOLSTER TRIPLE RETENTION
CARTRIDGE BELT BUCKLE SOLID BRASS
NYLON HOLSTER TRIPLE RETENTIONS
CARTRIDGE BELT BUCKLE SOLD BRASS 2-2/8" WIDE
CARTRIDGE BELT BUCKLES NICKEL/SILVER
BELT CLIPS SOLID BRASS
BELT CLIPS NICKLE/SILVER
BRASS WEB BELT BUCKLE WITH TIP SOLID BRASS
OPEN FACE BELT BUCKLE HAMILTON BRASS 1-5/8 BY 1-15/16 LONG
UNIFORM BELT FULLY LINED FEMME BELT, TIARA FINISH WITH TOP GRAIN COWHIDE, 2-1/4" WIDE, BRASS OR CHROME BUCKLES, BLACK MIXSON LEATHERCRAFT #72
COTTON WED BELTS OMB POLICE SUPPLY KHAKI 1-1/4" WIDE
BRASS WEB BELT BUCKLE WITH TIP SOLD BRASS OMB
OPEN FACE BELT BUCKLE WITH TIP OMB

SHOES/ DESCRIPTION

BOOST ACADIA #69210
HI TECH ALL WEATHER BOOTS MODEL #1142
HI TEC SUPER MAGNUM II BOOTS #1174
HI-TEC ELITE FORCE II TACTICAL BOOTS#1164
WOMEN TENNIS SHOES LOW QUARTER NO LACE COLOR BLACK OR BLUE
MALE UNIFORM SHOES ROCKPOSRT STYLE #M7108
FEMALE UNIFORM SHOE ROCKPORT STYLE #W7108

BATES BLACK DURASHOCK #9020 SMOOTH LEATHER CHUKKA BOOT WITH
 PADDED COLLAR
 BATES BLACK DURASHOCK #9010 SOFT GRAIN LEATHER ATHLETIC OXFORD
 BATES BLACK DURASHOCK #752 FULL GRAIN LEATHER OXFORD
 MEN'S UNIFORM SHOES WEINBRENNER STYLE #831-6803
 FEMALE UNIFORM SHOES WEINBRENNER STYLE #531-6303
 FEMALE SHOES WEINBRENNER #531-6103
 THOROGOOD BLACK MALE SHOES WEINBRENNER #834-6333
 THOROGOOD COMMANDO BOOT BLACK MEN'S WEINBRENNER #834-6087
 THOROGOOD BLACK MALE HI-TOPS WEINBRENNER #834-6444
 MEN'S BLACK OXFORD LEATHER WEINBRENNERS #834-6700
 MEN'S BLACK HI-TOP LEATHER THOROGRIIP WEINBRENNER #834-6600
 ATHLETIC SHOES BLACK LOW TOP WOMEN'S WEINBRENNER #534-6300
 ATHLETIC SHOES BLACK LOW TOP WOMEN'S WEINBRENNER #534-6333
 ATHLETIC WORK BLACK HI-TOP WEINBRENNER #534-6200
 ATHLETIC WORK BLACK HI-TOP WEINBRENNER #534-6555
 DRESS SHOES BLACK OXFORD MEN'S WEINBRENNER #831-6321
 DRESS SHOES BLACK OXFORD MEN'S WEINBRENNER #831-6027
 SMOOTH LEATHER CHUKKA BOOT BLACK BATES, DURA SHOCK #9020
 SOFT GRAIN LEATHER ATHLETIC OXFORD BLACK BATES DURA SHOCK #9010
 FULL GRAIN LEATHER OXFORD BLACK BATES DURA SHOCK #752
 UNIFORM BOOT BLACK 8" CANVAS LEATHER MEN'S WEINBRENNER #834-6431
 UNIFORM BOOT BLACK 8" CANVAS LEATHER MEN'S WEINBRENNER #804-6122
 BATES #44 MEN'S PARATROOPER BOOT 10" WELT CONSTRUCTION, BLACK
 GRAIN GARMENT LEATHER UPPER WITH EADY TO SHINE LEATHER TIP AND
 FOXING
 BATES #14 MEN'S PARATROOPER BOOT, BLACK HI GLOSS UPPERS 10" WELT
 CONSTRUCTION
 BATES ENFORCER SE RIES TACTICAL BOOTS #2170
 BATES ENFORCER SE RIES TACTICAL BOOTS #2175
 BATES ENFORCER SE RIES TACTICAL BOOTS #2130
 MEN'S' LOW CUT LSR ATHLETIC BLACK LEHIGH #7324
 MEN'S HI-TOP LSR ATHLETIC BLACK LEHIGH #7326
 WOMEN'S LOW CUT LSR ATHLETIC BLACK LEHIGH #7364
 WOMEN'S HI-TOP LSR ATHLETIC BLACK LEHIGH #7366
 WOMEN'S COMPOSIT TOE LOW CUT ATHLETIC BLACK LEHIGH #559
 JODHPUR OUTS C. CLARK STYLE #21080
 PUTTEES C. CLARK STYLE #22320R
 MOTORCYCLE BOOTS C. CLARK STYLE #C-2550
 BOOTS PARATROOPER JUMP STYLE LACE FRONT CAROLINA #955
 JUNGLE BOOTS TROPICAL CANVAS AND MEATHER MILDEW RESISTANT
 BOAT SHOES MARINER BRAND
 FEMALE UNIFORMS SHOE HIGH GLOSS BLACK BATES #742
 MALE UNIFORM SHOE HIGH GLOSS BLACK BATES #942
 HI-TEC MAGNUM BOOT BLACK #1200
 TENNIS SHOES MEN'S' LOW QUARTER LACE UP BLUE STYLE #M204
 TENNIS SHOES MEN'S' LOW QUARTER LACE UP BLUE STYLE #W-501
 TENNIS SHOES MEN'S SLIP ON NO LACES LOW QUARTER BLUE STYLE # S0304

UTILITY UNIFORM/ DESCRIPTION

UNIFORM BLACK COAT
BATTLE DRESS PANT 100% RIP STOP CAMOUFLAGE PATTERN
MEN'S PERMANENT PRESS SHORT
SHORT SLEEVE BLOUSE (FEMALE)
SHORT SLEEVE POLICE ZIPPER STYLE BLOUSE FEMALE WHITE MARTIN'S #22480
LONG SLEEVE POLICE ZIPPER STYLE BLOUSE (FEMALE)
SHORT SLEEVE POLICE ZIPPER STYLE SHIRT (MALE) MARTIN #22490
LONG SLEEVE POLICE ZIPPER STYLE SHIRT (MALE) WHITE
F/M/ L/S DAC/WOOL SPRUCE BLOUSE
MEN'S MARTINIQUE BLAZER SPRUCE GREEN REAFORD #573 100% POLYESTER
LADIES MARTINIQUE BLAZER SPRUCE GREEN RAEFORD #573 100% POLYESTER
LADIES MARTINIQUE SKIRT SPRUCE GREEN RAEFORD #573 100% POLYESTER
UNIFORMS GABARDINE TROUSERS MARTIN'S #21283 EXCEPT 7/8" GOLD STRIPE
UNIFORM GABARDINE TROUSERS MARTINS # 21283 EXCEPT 7/8" RED STRIPE
LADIES GABARDINE TROUSERS WITH 1/2" GRAY STRIPE STRIP MARTIN #14143
DIAMOND GABARDINE TROUSERS SPRUCE GREEN 80% POLYESTER, 20% WOOL
RAEFORD #3930 WITH 7/8" GRAY STRIPE MARTINS #14823
LADIES SLACKS SPRUCE GREEN 80% POLYESTER 20% WOOL RAEFOR #3930
WITH 1/2" GRAY STRIPE MARTINS # 14838
LADIES SLACKS WITH ELASTIC BACK 100% POLYESTER SPRUCE GREEN
MARTINS #14133
LADIES SLACKS WITH ELASTIC BLACK 80% POLYESTER 20% WOOL SPRUCE
GREEN MARTINS #14843
TIES WITH CLIP S. BROOME #900
JACKETS 100% NYLON MARTIN #24713
DRESS BELT BLACK LEATHER HIGH GLOSS FINISH MIXON #257 MART #26030
SNAP BELT BLACK LEATHER BASKET WEAVE COWHIDE FINISH MARTINS #32002
W/SNAPS
RANGER BELT BLACK BASKET WEAVE MARTIN #26762
JACKET SPRUCE GREEN DACRON/WOOL #14873
TROUSERS, MEN'S, SPRUCE GREEN DACRON/WOOL #14813
SLACKS LADIES SPRUCE GREEN DACRON/WOOL #14813
SKIRT LADIES SPRUCE GREEN DACRON/WOOL #14853
SHIRT WHITE SHORT SLEEVE MALE #22920
FOUR-IN-HAND TIE #26893
SHOW BOW TIE, FEMALE #27393
UNIFORM GABARDINE TROUSERS SPRUCE GREEN WITH 7/8" GRAY STRIPE
MARTIN 314183
UNIFORM GABARDINE TROUSERS MARTINS # 21283 EXCEPT 7/8" WHITE STRIPE

SHIRTS/ DESCRIPTION

MEN'S; PERMANENT PRESS LONG SLEEVE MART # 23350

MALE L/S DAC/WOOL SPRUCE SHIRT
MENS' SHIRT SHORT SLEEVE, 65%/35% POLYESTER/COTTON GREEN
MEN'S SHIRT LONG SLEEVE 4.25 OUNCES 65%/35% POLYESTER/COTTON SOFT
GREEN
SHIRT SHORT SLEEVE WOMEN TAILORED GREENSTONE, SKY BLUE, WHITE

BREAST
POLO SHIRT NO POCKET OUTERBANKS #5011 EMBROIDERED LOGO ON LEFT
BREAST
POLO SHIRT, LADIES SEVEN BUTTON FRONT OUTERBANKS #5021
POLO SHIRT NO POCKET OUTERBANKS #5011 EMBROIDERED LOGO ON LEFT
BREAST EXCEPT COMMITTEE MEMBER UNDER BADGE AND ABOVE LETTERING
POLO SHIRT WITH POCKET OUTERBANKS #5060 EMBROIDERED ON LEFT
BREAST
POLO SHIRTS WHITE OUTERBANKS #2101 WITH POCKETS EMBROIDERED LOGO
AND LETTERING ON LEFT BREAST, SILK SCREENING ON BACK
POLO SHIRT PUTTY OUTERBANKS #2100 NO POCKET EMBROIDERED LOGO AND
LETTERING ON LEFT BREAST SILK SCREENED ON BACK
POLO SHIRTS WHITE OUTERBANKS #2100 NO POCKETS EMBROIDERED LOGO
AND LETTERING ON LEFT BREAST
POLO SHIRT BLACK OUTERBANKS #2100 NO POCKET EMBROIDERED LOGO
LETTERING ON LEFT BREAST SLID SCREENED ON BACK
HANES BEEFY STYLE #5190 50/50 COTTON/POLYESTER WHITE NO POCKET
T-SHIRT 50/50 COTTON/POLYESTER WHITE ADULT NO POCKET

PANTS/ DESCRIPTION

BATTLE DRESS UNIFORM (BDU) PANTS/TROUSERS
TROUSERS RIP-TOP FOR BATTLE DRESS UNIFORM NYLON/COTTON BLAND.
FADE AND SHRINK RESISTANT 6 POCKETS REINFORCED KNEES, DOUBLE SEAT,
ADJUSTABLE WAIST TABS AND DRAW TING ANKLE.
MEN'S MARTINIQUE SLACKS SPRUCE GREEN RAEFORD #573 100% POLYESTER
MEN'S LIGHTWEIGHT STRECH GABARDINE TROUSERS SPRUCE GREEN
MEN'S LIGHTWEIGHT STRECH GABARDINE TROUSERS NAVY, BLACK,
LADIES LIGHTWEIGHT WOVEN POLYESTER GABARDINE SLACKS COLOR
SPRUCE GREEN
LADIES LIGHTWEIGHT DURAKNIT SLACKS NAVY, BLACK
POPLIN PUBLIC SAFETY SHIRT SHORT SLEEVES LIGHT BLUE, WHITE
POPLIN PUBLIC SAFETY SHIRT LONG SLEEVES LIGHT BLUE, WHITE

BLOUSES/ DESCRIPTION

BATTLE DRESS UNIFORM BLOUSE/SHIRT LONG SLEEVES
BATTLE DRESS SHIRT LONG SLEEVE, 100% RIP STOP CAMOUFLAGE PATTERN
BLOUSES BATTLE DRESS UNIFORM NYLON/COTTON BLEND FADE AND SHRINK
RESISTANT 4 POCKETS REINFORCED ELBOWS AND ADJUSTABLE WRIST FLAPS

LONG SLEEVE BLOUSE (FEMALE) WHITE MARTIN'S#23310
SHIRT , WHITE, FEMALE #22960

OTHER MISCELLANEOUS

STRAP HAT COLOR SPRUCE GREEN
CAP COVER FOR FRAME #134MF 8 POINT MIDWAY CAP
UNIFORM CAP WITH MIDWAY 5 STAPS ROUND COVER W/NYLON ADJUSTABLE
CAP FRAME
FLEET LAWYERS HAT SPRUCE GREEN
UNIFORM RAIN HAT COVER CLEAR PLASTIC
OD FELT CAMPAIGN HAT DRAB GREEN
HANES BEEFY
LEG IRON SMITH & WESSON MODEL #35021
HANDCUFFS SMITH & WESSON MODEL #103
HANDCUFFS SMITH & WESSON MODEL #100
WAISTCHAIN SMITH & WESSON BELLYCHAIN
LEG RESTRAINTS STYLE # H100 HOBBLE 50" LONG BY 1" WIDE COLOR BLACK
FROM RIPP RESTRAINTS INC.
MEN'S WORK GLOVE GUN CUT, GRAY LARGE X-LARGE WESTCHESTER #800SC
NEOPRENE GLOVES BEST #6797R ELBOW LENGTH 18" LONG
NEOPRENE GLOVES BEST #5122 EDMOND #9-908, PLASCO #253 M WRIST
LENGTH
NEOPRENE AND RUBBER BLEND GLOVES FLOCK LINED EDMONT #276
NEOPRENE KNIT WRIST GLOVE JERSEY LINED NON SLIP BEST #5122
RUBBER GLOVES ELBOW LENGTH 18" PLASCO 166RG
RUBBER GLOVES GENERAL USE MEMPHIS #5290 PLASCO 215M
COTTON GLOVES JERSEY TYPE KNIT WRIST SIZE LARGE PLASCO #CL49920
WOMEN LIGHT WORK GLOVES PLASCO #7760PL
VINYL COATED COTTON GLOVES PALM & FINGER STYLE #766NFW
DRIVERS GLOVES UNLINED INDUSTRIAL TYPE
WORK GLOVE GENERAL PURPOSE LARGE BEST #2700
WELDERS GLOVES LEATHER ELBOW LENGTH WESTCHESTER #930
FLOURESCENT GLOVES LARGE
NEOPRENE GLOVES 13" 26 ML
NITRIDE GLOVES 8ML LIGHT POWERED
DOUBLE LEATHER PALM GLOVE MEN'S #1311
STRAPER GLOVE WOMEN'S #2790-10
HEAT GLOVE 23" FLEECE LINED PLASCO #278M
GLOVES LATEX DISPOSABLE 7ML
GLOVES LATEX DISPOSABLE 6ML
GLOVES SOLID BLACK 14" SIZE 8-12 TEST VOLTAGE 20 K.V. NORTH E214B
RUBBER INSULATING GLOVES, 20K.V. SIZE 10 & 12 NORTH LP55
LEATHER PROTECTOR 12" SIZE 9-11 NORTH LP35
SUMMER LINERS LARGE NORTH 89/1402

GLOVES WELLS LAMONT #1130 MEDIUM
 GLOVES WELLS LAMONT #1130 LARGE
 CANVAS COTTON GLOVES 8OZ. LARGE KNIT WRIST WELLS LAMONT Y65021
 CHEMICAL RESISTANT GLOVE 11" 10ML SIZE 8-11 NORTH F101
 CHEMICAL RESISTANT GLOVE 14" 30ML GRIP-SAFE SIZE M.L.XL. NORTH B324R
 CHEMICAL RESISTANT GLOVES NORTH SILVER SHIELD 15-1/4"
 CHEMICAL RESISTANT GLOVES NORTH STYLE B174 14" 17ML
 CHEMICAL RESISTANT GLOVES NORTH STYLE F124 14" 12ML SIZE 9,10,11

SUPPLIERS

SUPERIOR UNIFORM GROUP INC.
 JULES BROS. UNIFORM
 KAR-TEX, INC.
 RESTEX COMPANY
 TROPIC SHOE INC.
 GLOBAL TRADING INC. OF MIAMI
 HAMILTON UNIFORMS, INC.
 MIAMI IMPRESSION
 CREATIVE T-SHIRTS
 TOPS PLUS INC.
 LAWMEN'S SHOOTERS SOUTH INC.
 PALMETTO UNIFORMS INC.
 PLASCO SAFETY
 GRAINGER INDUSTRIAL SUPPLY
 RDH QUEST INC.
 UNIFORM MANUFACTORNG
 ATLANTIC MILLS COMPANY
 ANR MEDICAL SUPPLY
 RITZ SAFETY
 PDQ TRADING CO, INC.

ATTACHMENT B

MANUFACTURERS & SUPPLIERS AS OF 9/30/2002

SUPERIOR UNIFORM GROUP INC.

JULES BROS. UNIFORM

KAR-TEX, INC.

RESTEX COMPANY

TROPIC SHOE INC.

GLOBAL TRADING INC. OF MIAMI

HAMILTON UNIFORMS, INC.

MIAMI IMPRESSION

CREATIVE T-SHIRTS

TOPS PLUS INC.

LAWMEN'S SHOOTERS SOUTH INC.

PALMETTO UNIFORMS INC.

PLASCO SAFETY

GRAINGER INDUSTRIAL SUPPLY

RDH QUEST INC.

UNIFORM MANUFACTURING

ATLANTIC MILLS COMPANY

ANR MEDICAL SUPPLY

RITZ SAFETY

PDQ TRADING CO, INC.